NORTH CENTRAL REGIONAL TRANSIT DISTRICT
BOARD MEETING AGENDA

March 4, 2016
9:00 AM - 1:00 PM
Jim West Regional Transit Center
Board Room

CALL TO ORDER:

1. PLEDGE OF ALLEGIANCE
2. MOMENT OF SILENCE
3. ROLL CALL
4. INTRODUCTIONS
5. APPROVAL OF AGENDA
6. APPROVAL OF MINUTES – February 5, 2016
7. PUBLIC COMMENTS

PRESENTATION ITEMS:

A. Above and Beyond Quarterly Award
   Sponsor: Daniel Barrone, Chairman and Anthony J. Mortillaro, Executive Director

ACTION ITEMS:

B. Discussion and Consideration of Resolution 2016-08 Adopting a Veterans “Fare Free” on Fare Service Routes
   Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director.
   Attachment.

C. Discussion and Consideration of Resolution No. 2016-09 Adopting the NCRTD’s Title VI Program
   Sponsor: Anthony J. Mortillaro, Executive Director, Daria Veprek, Human Resources Director and Stacey McGuire, Planning, Projects and Grants Manager.
   Attachment.

D. Discussion and Consideration of Award of Contract – On-Call Engineering Services
   Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director.
   Attachment.

E. Discussion and Approval of Award of Contract Modification to Avail Technologies, Inc. for the Taos Chile Line Buses
   Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director
   Attachment.
F. **Discussion and Consideration of Resolution 2016-10 Authorizing NCRTD Staff to apply for Federal Funding through the FFY2016 Inclusive Planning Impact Grant Program (to Improve Transit Options for the Elderly and/or Disabled)**  
*Sponsor: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Planning, Projects and Grants Manager.*  
*Attachment*  

G. **Discussion and Consideration for Board Direction Related to Weekend Special Event Service as a Component of the La Cienega 6-Month Pilot Route**  
*Sponsor: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Planning, Projects and Grants Manager.*  
*Attachment*  

H. **Discussion and Consideration of FY 2016 Mid-Year Financial Summary**  
*Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director.*  
*Attachment.*  

I. **Discussion and Consideration of Investment of District Funds Summary**  
*Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director.*  
*Attachment.*  

J. **Discussion and Consideration of a Letter of Intent Regarding the Exploration of the Santa Fe Trails Transit System (City) Consolidation into the North Central Regional Transit District (District)**  
*Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director.*  
*Attachment.*  

**DISCUSSION ITEMS:**

K. **Financial Report January for 2015:**  
*Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director.*  
*Attachment.*  

L. **Finance Subcommittee Report:**  
*Sponsor: Chair Pete Sheehy and Anthony J. Mortillaro, Executive Director.*  
*Minutes from January 22, 2016.*  

M. **Tribal Subcommittee Report:**  
*Sponsor: Chair N/A, Anthony J. Mortillaro, Executive Director.*  
*None*  

N. **Executive Report and Comments from the Executive Director:**  
1.) Executive Report for February 2016  
2.) Performance Measures for January 2016  
3.) Ridership Report for January 2016  

**MATTERS FROM THE BOARD**

**MISCELLANEOUS**

**ADJOURN**
NEXT BOARD MEETING: April 8, 2016 at 9:00 a.m. at Tesuque Pueblo.

If you are an individual with a disability who is 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 Daniel Barrone, Chair, at 9:16 a.m. at the Jim West Regional Transit Center, Española, New Mexico.

1. Pledge of Allegiance

2. Moment of Silence

3. Roll Call

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

<table>
<thead>
<tr>
<th>Members Present:</th>
<th>Elected Members</th>
<th>Alternate Designees</th>
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<tbody>
<tr>
<td>Los Alamos County</td>
<td>Councilor Pete Sheehy (T)</td>
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<td>Rio Arriba County</td>
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<td>Mr. Tomás Campos [later]</td>
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<td>Taos County</td>
<td>Commissioner Jim Fambro</td>
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<td>Town of Taos</td>
<td>Mayor Daniel Barrone</td>
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<td>Santa Fe County</td>
<td>Commissioner Miguel Chávez</td>
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<td>Nambé Pueblo</td>
<td>Absent</td>
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<tr>
<td>Ohkay Owingeh</td>
<td>Christy Mermejo</td>
<td></td>
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<tr>
<td>Pojoaque Pueblo</td>
<td></td>
<td>Anna Sanchez</td>
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<tr>
<td>Santa Clara Pueblo</td>
<td>Excused</td>
<td></td>
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<tr>
<td>City of Santa Fe</td>
<td></td>
<td>Mr. Jon Bulthuis (T)</td>
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San Ildefonso Pueblo  Ms. Lillian Garcia (T)
Tesuque Pueblo  Absent
City of Española  Councilor Tim Salazar
Town of Edgewood  Absent
Rio Metro (ex officio)  Elizabeth Carter

Staff Members Present
Mr. Anthony J. Mortillaro, Executive Director
Ms. Stacey McGuire, Projects and Grants Specialist
Mr. Jim Nagle, Public Information Officer
Mr. Troy Bingham, Finance Director
Ms. Jackie Trujillo, Executive Assistant

Others Present
Mr. Peter Dwyer, Legal Counsel
Mr. Carl Boaz, Stenographer
Mr. Scott Scanlon, Legislative Liaison
Mr. Farley Vener, Hinkle & Landers
Mr. Ray Matthews, Santa Fe County
Mr. Roger Duran, Senator Udall’s staff

4. INTRODUCTIONS

Those present introduced themselves to the group.

5. APPROVAL OF AGENDA

Chair Barrone requested to move item A after item E on the agenda.

Commissioner Chávez moved to approve the Agenda as amended with Item A after action items B, C, D, E. Councilor Salazar seconded the motion and it passed by unanimous (9-0) roll call vote with Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, City of Española, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo, Taos County and Town of Taos voting in favor and none voting against.

6. APPROVAL OF MINUTES – January 8, 2016

Commissioner Chávez moved to approve the minutes of January 8, 2016 as presented. Councilor Salazar seconded the motion and it passed by unanimous (9) roll call vote with Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, City of Española, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo, Taos County and Town of Taos voting in favor and none voting against.
7. PUBLIC COMMENTS

Mr. Duran made a brief statement on behalf of Senator Udall, asking for input from members that he would pass on to Senator Udall.

ACTION ITEMS:

B. Presentation of FY 2015 Comprehensive Annual Financial Report with Auditor’s Opinion

Mr. Bingham explained that this report was a bit different this year. This is a national format that breaks the CAFR into five different sections. At the end of the report are statistics over the last 10 years. It has all the things the State Auditor requires for New Mexico agencies.

Mr. Vener explained the audit and went through a summary presentation. The Finance Committee spent time reviewing it and asking questions. He congratulated the agency for being one of very few entities doing CAFRs and it is a best practice. The SAS 114 communications were covered. All required communications were completed. The biggest change was GASB 68 that covers unfunded liabilities. There was lots of discussion about it in the Finance Committee meeting.

He said the financial statements got an unmodified clean audit. The Federal awards section was also unmodified; a clean audit. State compliance has no opinion but was tested.

Mr. Vener added that this year is the last year before becoming a low-risk auditee.

There were no questions from the Board.

Mr. Mortillaro said this is the second year in a row with no findings. Three years ago there was one carry over. Lots of the credit goes to our finance department.

Mr. Campos moved to accept the audit report as presented. Commissioner Chávez seconded the motion and it passed by unanimous (10) roll call vote with Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, City of Española, Rio Arriba County, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo, Taos County and Town of Taos voting in favor and none voting against.

C. Discussion and Consideration of Resolution 2016-06 Adopting Amended and Restated by-Laws

Mr. Mortillaro said the only modification since the review by the Finance Subcommittee was the addition of the Sustainability Committee. We brought it to the Board because they were adopted in 2004 and amended in 2007. We know the Board approved them but Staff couldn’t find the signed copy. This was the opportunity to do housekeeping cleanup and any ambiguity was clarified, eliminating any duplication and most of all, having a signed set of bylaws. Mr. Dwyer did a lot of the legal legwork so a lot of changes were those he felt were needed for legal purposes.
Mr. Dwyer agreed and said it could be postponed if needed and email any questions. We are reconciling three things; the Act that created RTDs. The IGC contract that each member signs and the bylaws in front of the Board. All three should agree. He just took the purposes from the State Statute. He reorganized the responsibilities and the authorities.

There are two types of decisions required to be done only by elected official Board members: bonding and sale of real property. GRT, membership, (simplified application) and territory boundaries were clarified. The GRT cannot be taken away if members leave.

The annual form for conflict of interest, performance review of the Executive Director - performance review. Mostly it is just putting in writing what we are currently practicing.

It identifies the three officers; board meetings; OMA and ADA requirements. Very few public hearings would be quasi-judicial.

It tells the agendas process and how to put something on by talking to the Chair and if denied, get 2/3 vote at next meeting. No rolling quorum is allowed.

It codified committees, eliminating those that which were never formed. Task forces can be formed ad hoc. It also clarified financial reporting.

Mr. Mortillaro invited any financial subcommittee comment.

Commissioner Chávez asked if there will be a method for regular review in the future.

Mr. Dwyer said the by-laws can be changed at any time but he suggested a review every 4 years or if you add new members or new transit systems, to review it. They have to work within the IGC and state law. A lot of it has to be in there because of the way it was formed. Most votes are by consensus and unanimous. So the way we do business is going quite well.

Commissioner Chávez observed that there seemed to be a lot of work needed.

Mr. Dwyer said it was a pretty substantial rewrite. So if you are not satisfied now, it can be postponed to next meeting.

Commissioner Chávez moved to approve the by-laws as revised, based on finance subcommittee, legal counsel and staff reviews with a condition that the bylaws should be reviewed every two years or as needed. Councilor Salazar seconded the motion and it passed by unanimous (10) roll call vote with Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, City of Española, Rio Arriba County, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo, Taos County and Town of Taos voting in favor and none voting against.

D. Discussion and Consideration of the Amended NCRTD Social Media Policy and Resolution No. 2016-07

Mr. Jim Nagle introduced Ms. Christina Lupisto as the new media specialist. She will be working with him as the RTD moves forward.
He brought the social media policy to the Board last year and it was determined particularly with Facebook to limit to one-way communication and prevent people from posting on our web site. This is partly for protection of board and staff members but also to not need to police comments. Facebook changed their policy. In the past you could prevent comments. They changed that but we can still restrict people from commenting on our timeline. So this is the proposed policy change. Instagram and Twitter also have policies in place - no sexual content, vulgar, hateful speech, etc. so there is some control.

The primary change was on page 61, at the bottom, where he struck a line and inserted directing people to the Facebook terms of use, and the same with Twitter and Instagram. That is the primary change. We are seeing where the amount of things we could be doing to promote our services because so many of our entities are using social media. Rio Metro has almost 20,000 likes - quite successful.

Mr. Dwyer said his comment is the same as last time. Social media is a world you enter at your peril. There are lots of negative things that can happen but it would handicap the District not to use social media.

Mr. Nagle said the page is monitored quite actively and comment if need be. His counterparts have found that negative comments are responded to by other users to correct them.

Commissioner Chávez understood that the Staff could respond to comments but if someone is really being disrespectful and not using the system for the intended purpose, he wondered how Staff could kick them out.

Mr. Nagle said it depends on how much of a violation it is. They could be blocked if the violation is serious.

Mr. Dwyer added that we cannot amend their comments. Mr. Nagle has read articles and done research on how to marginalize them if needed. You don’t control it. It is very wide open.

Mr. Nagle said the RTD is no different from any other agency.

Commissioner Fambro moved to approve the Social Media Policy. Ms. Mermejo seconded the motion and it passed by unanimous (9) roll call vote with Ohkay Owingeh, Pojoaque Pueblo, City of Española, Rio Arriba County, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo, Taos County and Town of Taos voting in favor and none voting against. Los Alamos County had been excused before the vote.

E. Discussion and Consideration of Approval of Award of Bid Construction - ADA Compliance of Bus Stops

Mr. Mortillaro referred to a handout for Item E with revised dollar amounts.

Ms. McGuire said the District was awarded $87,500 for training in FY 14 and $165,000 in FY 15 for construction relate to the transition plan with 9 bus stops to be constructed. Invitation to bid was published December 29, non-mandatory bid meeting was held January 12 with two attendees. Submission deadline was January 28 and one bid was received - from Allied 360 Construction. This was a rebid because of issues related to state wage rate inclusion that required some clarification. The updated dollar amount was $137,550 inclusive of GRT that reflects a backhoe in a best and final offer in a negotiated agreement at $149,150. Allied's bid of $137,550 was not inclusive of GRT. Any Board action is subject to DOT approval.
Mr. Scott Perkins from Wilson gave a quick review. He said that in support of the recommendation, we have to verify the Allied bid. They are licensed and bonded. They saw no issues after verification. He gave the information to Mr. Bingham that might be backed out of the bid. The recommendation has gone to the State for Allied 360 Construction.

Chair Barrone said it is always good if the GRT comes back to the District. He asked if there was a way for that to happen with Allied having a local address.

Mr. Dwyer explained that the location is done by business registration so that GRT is retained in that community.

Ms. Mermejo asked about project management.

Ms. McGuire said that is out by RFP now.

Commissioner Chávez asked about the dollar amount. He saw on page 63 showed $165,000.

Ms. McGuire clarified that amount is the federal grant award. The bid is about $162000 right now but could get lower.

Mr. Mortillaro said they could use the amount they bid and then pass a motion to set the project budget amount. That incorporates item 2 in the handout: GRT, contingency and project management.

Commissioner Fambro moved to approve the project budget at $195,000. Commissioner Chávez seconded the motion and it passed by unanimous (9) roll call vote with Ohkay Owingeh, Pojoaque Pueblo, City of Española, Rio Arriba County, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo, Taos County and Town of Taos voting in favor and none voting against.

Commissioner Fambro moved to award the contract to Allied 360 Construction, LLC for the best and final offer in the bid results, not inclusive of GRT. Councilor Salazar seconded the motion and it passed by unanimous (9) roll call vote with Ohkay Owingeh, Pojoaque Pueblo, City of Española, Rio Arriba County, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo, Taos County and Town of Taos voting in favor and none voting against.

PRESENTATION ITEMS:

A. Update on 2016 Legislative Session

Mr. Mortillaro said at the last meeting, the Board approved the legislative agenda. Scott Scanlon is here now to report on it.

Mr. Scanlon said “there is no money.” The budget will be on House floor tomorrow and along with HB 2 is HB 302 that sweeps lots of accounts. Lots of groups are trying to figure out how to avoid that. The bill will go to the Senate who will change it somewhat and maybe make a few cuts.
Right now, the price of oil is $31 and the budget is based on an oil price of $38. The lower it goes, the worse the budget will be. There will be shaving done in all departments. And next year could be even worse.

We tried to pursue in some legislation to create a fund to help transit and specifically for purchase of new buses. And we were listened to and denied. We will try again next year.

Capital outlay is paid for by a severance tax which is also down about $20 million. So the good news is that the legislature will have some money to spend. They did find some money. Capital outlay requests were all submitted and all legislators received the list. We put in for bus replacements and maintenance facility. So he has been running around to pushing blue buses and all of his emails are in blue fonts. So they are filling out those forms now and they are due tomorrow by 3 pm. He would suggest that the Board members reach out to our delegation. Just let them know the blue bus guys need money. The average cost is $75,000. Hopefully, the District can buy 2-3 buses out of it.

He said he has been working over the Taos guys more than normal. They know that the RTD has taken over the Taos city transit system.

Commissioner Chávez asked what the total request for capital outlay is.

Mr. Mortillaro said it is $524,000 for buses and $623,000 for the maintenance facility design.

Commissioner Chávez asked which is more important.

Mr. Mortillaro said the buses are more important.

Mr. Scanlon agreed. The bus is the priority.

Mr. Campos asked if the RTD qualifies for LGD grants. It is part of CDBG.

Ms. Mermejo asked if unspent CAFR funds will be swept.

Mr. Scanlon said every legislator will get a spreadsheet that lists all capital outlay build-outs and when those specific projects would expire. 2013 projects not done would be flagged. So there is a nonreverting bill out there. We show up on a list for about $6,000 or $9,000 of money that is encumbered but not spent. The bus hasn’t shown up yet so we can’t write the check yet. They are always talking about going in and sweeping unspent capital projects. Most of them are rural projects.

**F. Discussion of the FY2016 Mid-Year Financial Summary Report**

Mr. Bingham said under the financial policies, we come with the summary report every year. As of mid-year, did a budget increase in September of 34.3% on revenues. We will have a little revenue shortfall because we used the fund balance for some expenditures. But GRT revenues are up for the year and he didn’t think we will use any fund balances this year.

State capital outlay is all encumbered. Local agreements are up with Taos Ski Valley and Mountain Ski Run.
The federal revenue is a little lower. It is not coming in as expected for Mountain Trail but up for others.

Mr. Bingham went through the pages of the financial report giving the status for GRT by county and comparing it with the budget amounts.

For expenses, $12.5 million was budgeted and he expected the District would spend $10.9 million. With changes in payroll, overtime could affect the number. In December we got fully staffed and projected $750,000 of payroll savings now.

Vehicle maintenance is exceeding the budget until new buses come in. High cost items like transmissions. That overage will be covered by fuel savings. Some months we pay $50,000 for fuel. Last month was $20,000.

Mr. Campos moved to accept the mid-year report as presented. Commissioner Fambro seconded the motion and the roll call vote revealed there was no longer a quorum present.

G. Discussion of Investment of District Funds Summary

Mr. Bingham said the investment report was in the packet at page 108 and commented on that report, providing information on the interest being earned on the various invested account. With the current changes in returns, other entities are updating their financial policies.

Commissioner Chávez reported that the Finance Subcommittee approved this and recommended approval to the Board, it can be acted on at the next meeting.

DISCUSSION ITEMS:


Mr. Bingham said the financial report begins on page 110. more revenue was received than we spent. He covered the highlights in the report and there were no comments or questions.

I. Finance Subcommittee Report

Mr. Mortillaro reported that the draft bylaws went to Finance. Compensation results also went to them. They planned to do a compensation study of all positions. Non represented results were shared. Represented employees were shared in a closed session prior to negotiations. Survey results regarding the Executive Director’s compensation was also shared, since this survey was specifically requested by the Board. The committee asked that we incorporate the survey results into the next budget. Represented employee contractual results won’t be known until we conclude negotiations (April). The current agreement expires in June.

Commissioner Chávez said the Finance Subcommittee also approved the mid-year budget report.

J. Tribal Subcommittee Report
Mr. Mortillaro said the tribal subcommittee has not met. Ms. McGuire is working with tribal members. When Lonnie Montoya, who represented Nambé Pueblo, left it left the Chair of the Subcommittee vacated. Hopefully, they will get a new chair appointed soon.

K. Executive Report and Comments from the Executive Director
   2. Performance Measures for December 2015
   3. Ridership Report for December 2015

   Mr. Mortillaro referred the Board members to the information in the packet for performance and ridership.

   They are having a public meeting for the La Cienega route and that provides a chance to get input on their desires. Staff are getting notices out and driving around for a route configuration and park and ride possibilities. He acknowledged county staff for their responsiveness. The meeting will be on Saturday morning at 9 a.m. at the community center.

   Regarding the discussion at the last meeting with the Forest Service related to Santa Fé National Forest and issues on our special use permit and insurance coverage, Mr. Mortillaro said the attorney-client privilege was revoked on that. Legal had a discussion with FS legal counsel and we still have a difference of opinion. Somehow we need to move it forward and get it to a place we can agree on whether a special use permit is required and if not, we can cancel our insurance but we do have insurance policy right now. We know mountain bikes are allowed up there and it is just a matter of whether we can transport them or not contrary to the FS position.

   Mr. Duran said he would contact the Senator and they will look into the matter and see if they can help with it. He said he has taken some notes and will forward this discussion to his office.

   Mr. Mortillaro said their definition of outfitter includes the NCRTD. The irony of this is that we’ve done some analysis of our routes and we have multiple stops on forest property including Carson National Forest. We take people to Taos Ski Valley and Sipapu and Red River, all of which is on USFS land. So we wonder why and where this comes from.

MATTERS FROM THE BOARD

Comissioner Chávez said there are only two routes that are fare-based.

Mr. Mortillaro agreed, plus on-demand service.

Commissioner Chávez asked if the District could provide free rides for veterans on fare-based routes. He didn’t know if it would work with on-demand. But he wondered if that could be done as Rail Runner and Santa Fé Trails have done.

Ms. McGuire said it is at the Board’s direction but that conversation could be done. We are a little different since
we are fare-free for most routes. But it is fair to do that for veterans.

Mr. Mortillaro said one thing to look at it is revenue loss versus federal offset. They will start deducting for our revenue gains if we are not collecting that.

Ms. Carter said they do allow to transfer for fixed routes but not for on-demand routes. Passengers bring their VA card to the main office and get a free Rail Runner pass to show.

Commissioner Chávez said Santa Fé Trails has the same program. Mr. Mortillaro agreed to bring a report next time.

Commissioner Chávez said he would be willing to see if the Santa Fe Board of Commissioners would supplement the RTD budget if need be for that loss.

Mr. Nagle said the Rail Runner has them vetted in advance. It is easy when they transfer off of Railrunner but otherwise, he didn’t know what they require.

Mr. Mortillaro said we did encounter a vet on the Mountain Trail who asked for the free ride because he was aware of what was happening.

Commissioner Chávez said it would provide seamless system. He thought it would be good to have those features in place as much as possible.

Ms. Carter said they do allow those from the NCRTD to ride for free.

Mr. Duran said he also works on veteran issues and is a veteran. He is hearing from constituents throughout northern New Mexico asking for free rides to VA facilities. There is one in Taos as well as Albuquerque and possible routes to the Rail runner to go to the VA Hospital.

Ms. Carter said the Railrunner has several promotions. Seniors ride free on Wednesdays to go to museums this month. They are also piloting a destination promotion for coupons to restaurants. If successful in Santa Fé we will do their places as well.

She said they are almost completed with the Albuquerque Bike Share program. We will take it over. Maybe we could expand it to other rail stations in Santa Fé or in Española.

Mr. Mortillaro said he and Chair Barrone are commencing the annual trips to all members for reporting on last year and a preview of next year.

Commissioner Chávez asked if they could save the BCC for last. We just went through Golden and Eldorado.

Mr. Mortillaro said he wants to talk about the La Cienega pilot route and what we will undertake. There are three approaches possible depending on public meeting. Traditional, dial a ride, or nothing.

He will also will present results of the Mountain Trail route.

Long range strategic plan will be an undertaking because that GRT election requires support of each of our
Ms. Mermejo asked if the annual trips would include coming to tribal council also.

Mr. Mortillaro agreed, if possible. If not, at least with the Governor.

Ms. McGuire announced a stakeholder meeting for Mountain Trail on February 16 at Santa Fé City council chambers at 2 pm.

MISCELLANEOUS

There were no miscellaneous items.

ADJOURN

NEXT BOARD MEETING: March 4, 2016 at 9:00 a.m.

The meeting was adjourned at 11:16 a.m.

Approved by:

Daniel R. Barrone, Chair

Attest:

Dennis Tim Salazar, Secretary

Submitted by:

Carl Boaz for Carl G. Boaz, Inc.
Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: March 4, 2016

Agenda Item – B

**Title:** Discussion and Consideration of Resolution No. 2016-08 Veteran “Fare-free” on Fare Service Routes

**Prepared By:** Troy Bingham, Finance Director

**Summary:** During the February 5, 2016 Board Meeting NCRTD Vice Chairman Miguel Chavez, Santa Fe County Commission Chairman inquired if staff could provide a financial analysis of a new program to provide “fare free” service for Veterans to ride all routes provided by NCRTD for free. The Board of Director’s concurred with this request to review the financial implications of providing such a program and to return to the Board with a recommendation. The program would look similar to the Santa Fe Trails and Rio Metro Regional Transit District’s new veteran initiative. The proposed program was reviewed by the Finance Subcommittee at their February 26, 2016 meeting. The Finance Subcommittee recommends that the Board consider adoption of this resolution.

**Background:** North Central Regional Transit District (NCRTD) operates a predominately fare free service for passengers and requires regional partners to provide the same for routes they operate that are District funded. NCRTD does, however, operate the following routes for a fare in an effort to cover the cost of providing service:

- **Taos Express (Saturday & Sundays)**
  - $5 from Taos to Santa Fe One-Way, $2 One-Way to Española or to Santa Fe from Española
  - FY2015 Ridership = 731 (acquired January 1, 2015)
  - FY2016 thru December = 773

- **Santa Fe Mountain Trail Trial Route (Sunday –Saturday; including holidays)**
  - $5 up the mountain, $5 down the mountain (ski season only)
  - FY2016 Budgeted Ridership = 10,000 one way trips
  - FY2016 thru December = 1,731

- **15 Mile Radius of Española Transit Center Demand Response (Monday-Friday)**
  - $1 one-way trip for ADA Eligible Riders and the General Public Outside of ¼ miles of a Fixed Route
  - FY2015 Ridership = 7,028
  - FY2016 thru December = 3,545
Pojoaque High School Demand Response (During School Year)
- $1 one-way trip for ADA Eligible Riders and Students
- FY2015 Ridership = 2,695
- FY2016 thru December = 1,460

Due to lack of information, the financial analysis that staff has prepared is based off of the maximum impact of serving all Veterans and that the utilization of those ratio would be the same on all routes regardless of geography and relative distance for Veterans from public transportation and the 4 fare routes described above.

How many Veterans live in the NCRTD’s four county service area?

According to a 2015 report from the Department of Veteran’s Affairs the Veteran population for the 4 counties that NCRTD serves is 7.329% of our total population. The follow shows the breakdown:

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<tr>
<th>Ranking in NM</th>
<th>Counties Served by NCRTD</th>
<th>Veteran Population</th>
<th>Total Population</th>
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</thead>
<tbody>
<tr>
<td>#4 Santa Fe</td>
<td>10,678</td>
<td>4.47%</td>
<td></td>
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<tr>
<td>#14 Rio Arriba</td>
<td>2,633</td>
<td>1.10%</td>
<td></td>
</tr>
<tr>
<td>#15 Taos</td>
<td>2,583</td>
<td>1.08%</td>
<td></td>
</tr>
<tr>
<td>#22 Los Alamos</td>
<td>1,602</td>
<td>0.67%</td>
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</tr>
</tbody>
</table>

Total fares currently collected by the NCRTD?

As of February 8, 2016 the District has collected $26,002 in fares from its customers. The following shows the breakdown:

<table>
<thead>
<tr>
<th>Route</th>
<th>Feb 8th</th>
<th>Projected</th>
<th>Total FY16</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Demand</td>
<td>$5,828</td>
<td>$2,428</td>
<td>$8,256</td>
</tr>
<tr>
<td>Santa Fe Mountain Trail</td>
<td>$15,988</td>
<td>$10,584</td>
<td>$26,572</td>
</tr>
<tr>
<td>Taos Express</td>
<td>$4,186</td>
<td>$1,744</td>
<td>$5,930</td>
</tr>
<tr>
<td></td>
<td>$26,002</td>
<td>$14,757</td>
<td>$40,759</td>
</tr>
</tbody>
</table>

How are federal funds impacted by collecting fares in rural transit?

All of the fare funded routes at NCRTD are also federal funded (except the Santa Fe Mountain Trail Trial Route), so the fares collected by NCRTD, reduce dollar for dollar the federal reimbursement for these routes. So by offering a Veterans Ride Free option, the federal funds would reduce any losses incurred by NCRTD on 3 of the 4 routes. The current reduction of federal funds are as follows:

<table>
<thead>
<tr>
<th>Route</th>
<th>Feb 8th</th>
<th>Projected</th>
<th>Total FY16</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Demand</td>
<td>$5,828</td>
<td>$2,428</td>
<td>$8,256</td>
</tr>
<tr>
<td>Taos Express</td>
<td>$4,186</td>
<td>$1,744</td>
<td>$5,930</td>
</tr>
<tr>
<td></td>
<td>$10,014</td>
<td>$4,172</td>
<td>$14,186</td>
</tr>
</tbody>
</table>

What would be the maximum financial impact on the Santa Fe Mountain Trail if Veterans were “fare free”?

Assuming that the Veteran population that rides the Santa Fe Mountain Trail Route proportionally mirrored the 4 county service area that NCRTD operates in, which is 7.329%, then the estimated
effect for the remaining months of FY2016 would be $1,317 reduction in fares. The analysis is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Feb 8th</th>
<th>Projected</th>
<th>Total FY16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santa Fe Mountain Trail (Currently)</td>
<td>$ 15,988</td>
<td>$ 10,584</td>
<td>$ 26,572</td>
</tr>
<tr>
<td>Santa Fe Mountain Trail (Veterans Initiative)</td>
<td>$ 15,988</td>
<td>$ 9,267</td>
<td>$ 26,572</td>
</tr>
<tr>
<td>Difference</td>
<td>$ 0</td>
<td>$ 1,317</td>
<td>$ 1,317</td>
</tr>
</tbody>
</table>

**How would a Veterans initiative be administered?**

In an effort to be consistent with our neighboring transit agencies that would guarantee reciprocity, staff believes the most cost effective way to provide Veterans a fare free ride would be to have Veterans provide their Veteran IDs (issued by the VA) or Railrunner Veteran certification to receive the discount for each trip. This would mitigate any staff time to provide assurance on Veteran status and any badge making cost for the program. Public outreach and education to the Veteran community on how to obtain their Veteran ID cards could be placed on buses to insure that the privilege is utilized and realized by the community we serve.

**What other budgetary impact should Board members consider when contemplating this decision?**

The District is projected to collect $40,759 in fares from its customers for FY2016. The revenue budget estimate for fares for FY2016 was $79,000 for these routes. The following shows the shortfall:

<table>
<thead>
<tr>
<th>Fare</th>
<th>Budget</th>
<th>Projected</th>
<th>Shortfall</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Demand</td>
<td>$ 12,000</td>
<td>$ 8,256</td>
<td>$ 3,744</td>
</tr>
<tr>
<td>Santa Fe Mountain Trail</td>
<td>$ 55,000</td>
<td>$ 26,572</td>
<td>$ 28,428</td>
</tr>
<tr>
<td>Taos Express</td>
<td>$ 12,000</td>
<td>$ 5,930</td>
<td>$ 6,070</td>
</tr>
<tr>
<td></td>
<td>$ 79,000</td>
<td>$ 40,759</td>
<td>$ 38,242</td>
</tr>
</tbody>
</table>

**Recommendation:** It is recommended that the Board review and discuss the proposed request for a Veterans “fare free” initiative. Then pass by resolution any final direction of the Board.

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

**Fiscal Impact:** The identified fiscal impact on FY2016 is $1,317 for mainly the Santa Fe Mountain Trail Route. Future year budget impacts would have to be developed in future budgets based on the guidance of the Board. Current year fiscal impact can to allocated to individual agencies for agency contributions to NCRTD or shared as a collective loss of revenues in the current year by all of the NCRTD.

**Attachments:**
Resolution 2016-08 Fare-free and Premium Fare Resolution
North Central Regional Transit District (NCRTD)

Resolution 2016-08

Providing for Adoption of Fare-Free Weekday Non-Premium Fixed Route and Flex Paratransit (Up to 3/4th of a Mile from a Fixed Route) and for Premium Fare Service Parameters.

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

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

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

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

WHEREAS, non-premium fare-free weekday service will continue to offer an attractive alternative to driving individual and single occupancy vehicles; and,

WHEREAS, the NCRTD intends to provide certain “Premium” services consisting of routes and operations outside the scope of weekday non-holiday operations; and

WHEREAS, the NCRTD will operate seasonal and/or dedicated type transit routes on weekends and times outside the regular standard transit service and will charge fares for these kinds of Premium services; and

WHEREAS, the Board deems it economically reasonable and necessary to requires a fare be charged for Premium services; and

WHEREAS, the Board deems it economically reasonable to offer Veterans fare-free service on fare routes.

NOW THEREFORE BE IT RESOLVED THAT the North Central Regional Transit District Board of Directors hereby approves fare-free service on all non-premium fixed and paratransit service (up to 3/4ths of a mile from fixed routes operated by the North Central Regional Transit District), as well as fare service for routes deemed to be premium in nature as indicated on the attached fare schedule, from January 8, 2016 to December 31, 2017.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT ON THIS 4TH DAY OF MARCH 2016.

_________________________
Daniel Barrone, Chair

Approved as to form:

_________________________
Peter Dwyer, Legal Counsel
PREMIUM FARE ROUTES

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

- **Mountain Trail**
  - Trial route to operate September 26, 2015-April 4, 2016 and again July 1, 2016- August 31, 2016.
  - 7 day per week service to provide access to Santa Fe National Forest and Ski Santa Fe from Santa Fe and beyond.
  - Winter fare is $5.00 cash per one way trip; Non-winter fare is $5.00 round trip.
  - Veterans with proper documentation are fare-free

- **Additional premium service** as outlined in the Service Plan Update, formally requested by the Board and/or new routing deemed to be operational viable and supported by the Board. Upon identification of such service, Staff will report to Board and request fare direction.
Title: Resolution 2016-09 Adopting the NCRTD’s Title VI Program

Prepared By: Daria Veprek, Human Resources Director, and Stacey McGuire, Planning, Projects & Grants Manager

Summary: The attached resolution provides for the adoption of the Federal Transit Administration (FTA) mandated Title VI Program which prohibits discrimination on the basis of race, color, or national origin in federally funded programs and activities. This Title VI Policy specifically addresses the NCRTD and its position as a subrecipient under the New Mexico Department of Transportation (NMDOT) for Federal funding (as well as a potential direct recipient in the future).

Background: The NCRTD is mandated by FTA C 4702.1A to adopt Title VI regulations (49 CFR part 21). This program will integrate into the Districts programs and activities considerations expressed in the Department’s Order on Environmental Justice (Order 5610.2), and Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons (70 FR 74087, December 14, 2005). FTA requires this program in order to receive grant funds that are passed through the NMDOT and received by the NCRTD. The proposed Title VI program has been reviewed and approved by NMDOT and FTA.

In the event that any substantive changes to the Title VI policy are requested, the revised Title VI policy will be brought back to the Board for approval.

Because of our agency growth as well as the potential to be a direct recipient of Federal funds in the future, a stand-alone Title VI policy is necessary (attached hereto).

Recommended Action: It is recommended that Board move for approval of Resolution No 2016-09 and adoption of the Title VI program.

Options/Alternatives: None

Fiscal Impact: N/A

Attachments:
Resolution 2016-09
Title VI Program
North Central Regional Transit District (NCRTD)

Resolution 2016-09

A RESOLUTION ADOPTING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT’S TITLE VI PROGRAM WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN IN FEDERALLY FUNDED PROGRAMS AND ACTIVITIES.

WHEREAS, the North Central Regional Transit District (NCRTD) is a subrecipient of Federal funds from the Federal Transit Administration (FTA) that pass through the New Mexico Department of Transportation (NMDOT) and;

WHEREAS, the NCRTD, as a subrecipient through NMDOT of Federal funding, is mandated by FTA C4702.1A to adopt Title VI regulations (49 CFR part 21) and to integrate into their programs and activities considerations expressed in the Department’s Order on Environmental Justice (Order 5610.2), and Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons (70 FR 74087, December 14, 2005).

NOW, THEREFORE, BE IT RESOLVED that the North Central Regional Transit District Board of Directors hereby adopts the Title VI policy for recipients and/or subrecipients of Federal funding (through the State) as shown in Exhibit “A” attached hereto and made part of this resolution.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 4TH DAY OF MARCH 2016.

_______________________________________
Daniel Barrone, Chair

Approved as to form:

______________________________
Peter Dwyer, Counsel
Title VI Program

Fiscal Year 2016 - Fiscal Year 2019

Adopted March 4, 2016

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

1327 N Riverside Drive, Española, NM 87532
I. INTRODUCTION

1.1. Authorities
1.2. General Requirements for Title VI Program Content
1.3. Title VI Program Update Procedure

II. ELEMENTS OF TITLE VI PROGRAM

2.1. Policy Statement
2.2. NCRTD Public Notice
2.3. NCRTD Anti-Discrimination Title VI Complaint Procedure
2.4. LEP Analysis and Implementation
2.5. Investigations, Complaints and Lawsuits
2.6. Certifications and Assurances PINned in TEAM/TrAMS

III. PUBLIC PARTICIPATION PLAN

3.1. Federal Regulations
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3.3. Goals and Objectives
3.4. Public Participation Tools and Activities
3.5. Identification of Need

IV. ADVISORY BOARDS

V. SUBRECEPIENTS

VI. FACILITY LOCATION EQUITY ANALYSIS

VII. TITLE VI PLAN APPENDICES A-F

The North Central Regional Transit District Title VI
About NCRTD (North Central Regional Transit District):

The North Central Regional Transit District began service in 2007. It provides free and premium fare-based bus transit connecting communities and pueblos throughout the counties of north central New Mexico including Los Alamos, Rio Arriba, Santa Fe and Taos. Further expanding its reach, the signature RTD Blue Buses provide riders with connections to New Mexico Rail Runner, Santa Fe Trails, New Mexico Park and Ride, Los Alamos Atomic City Transit and Red River Miner’s Transit. All of its buses are ADA accessible and equipped with bicycle racks. The RTD provides service on 23 Fixed and/or Flex, 1 Paratransit, 1 Dial-A-Ride and two Demand Response routes.

Governance, Boards and Committees:

NCRTD is governed by the NCRTD Board of Directors. The Board is composed of locally-elected officials. Member agencies may select senior staff members to serve as alternates.

Membership, officers and voting procedures are in accordance with the adopted Bylaws.
I. INTRODUCTION

1.1. Authorities

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving federal financial assistance (see 23 CFR 200 and 49 CFR 21). The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of “programs and activities” to include all programs or activities of Federal Aid recipients, sub recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100259 [S. 557] March 22, 1988).

1.2. Organization of the Title VI Plan

The Executive Director is responsible for ensuring implementation of the agency’s Title VI program. The Title VI Coordinator, under supervision of the Executive Director, is responsible for coordinating the overall administration of the Title VI program, plan, and Assurances.

Five areas of NCRTD’s work program have been identified as applicable to Title VI regulations and are referred to as the five Title VI Program Areas:

- (1) Communications & Public Participation;
- (2) Planning & Programming;
- (3) Consultant Contracts;
- (4) Education & Training;
- (5) FTA Grant Administration

The District’s Title VI responsibilities fall into two main categories:

A. GENERAL RESPONSIBILITIES Applicable to All Five Title VI Program Areas:

Data Collection

Demographic data on race, color, national origin, income level, language spoken, and sex of the region’s population is to be compiled and maintained by NCRTD. This demographic data will be used to develop public outreach efforts and to conduct environmental justice analyses.

Title VI Report

A Title VI Report shall be prepared and submitted annually to NMDOT.

Copies are provided to NMDOT’s Office of Equal Opportunity and the Director of the NMDOT Transportation Planning and Safety Division. The report shall include:

- Record of Title VI investigations, complaints, or lawsuits.
- A copy of the Title VI notice to the public.
- A summary of public outreach and involvement activities
and a description of steps taken to ensure that minority persons had meaningful access to these activities.

**Review of the Title VI Program**

The Title VI Coordinator and Liaisons will review the agency’s Title VI program to assure compliance with Title VI. In addition, they will review agency operational guidelines and publications, including those for contractors, to ensure that Title VI language and provisions are incorporated, as appropriate.

**Dissemination of information**

Information on the District’s Title VI program is to be disseminated to agency employees, contractors, and beneficiaries, as well as to the public.

**Resolution of Complaints**

Any individual may exercise his or her right to file a complaint with NCRTD if that person believes that they or any other program beneficiaries have been subjected to unequal treatment or discrimination, in their receipt of benefits or services on the grounds of race, color, national origin, income, sex, or disability. NCRTD will make a concerted effort to resolve complaints informally at the lowest level, using the agency’s Nondiscrimination Complaint Procedures.
B. PROGRAM AREA RESPONSIBILITIES Specific to Each Title VI Program Area:

One staff member has been assigned to each Title VI Program Area as that area’s Title VI Liaison. Staff persons assigned as Title VI Liaisons generally have prime responsibility for those areas of the agency’s work program. Title VI Liaisons, under supervision of the Title VI Coordinator, are responsible for the day-to-day administration of the Title VI program and for carrying out the “Program Area Responsibilities” in their assigned Title VI Program Area. Other staff members are assigned to assist the Liaisons or consulted and involved, as needed. Refer to Appendix A for an organization chart of staff with specific responsibilities in the District’s Title VI program.

Responsibilities of the Title VI Coordinator

The Title VI Coordinator is responsible for supervising Title VI Liaisons in implementing, monitoring, and reporting on NCRTD’s compliance with Title VI regulations. In support of this, the Title VI Coordinator will:

- Identify, investigate, and eliminate discrimination when found to exist.
- Process Title VI complaints received by NCRTD.
- Meet with the Liaisons quarterly to monitor and discuss progress, implementation, and compliance issues.
- Periodically review the Districts’ Title VI program to assess if administrative procedures are effective, staffing is appropriate, and adequate resources are available to ensure compliance.
- Work with Liaisons to develop and submit the Annual Title VI Report.
- Review important Title VI – related issues with the Executive Director, as needed.
- Assess communications and public involvement strategies to ensure adequate participation of impacted Title VI protected groups and address additional language needs when necessary.

Responsibilities of the Title VI Liaisons

(1) Communications & Public Participation; (Liaison-Public Information Officer)
(2) Planning & Programming; (Liaison-Regional Transit Planner)
(3) Consultant Contracts; (Liaison-Director of Operations)
(4) Education & Training; (Liaison-Human Resources Director)
The Title VI Liaisons, under the supervision of the Title VI Coordinator, are responsible for the day-to-day administration of the Title VI program, including implementation of the plan and Title VI compliance, program monitoring, reporting, and education within the assigned program area.

In addition, each Liaison is responsible for drafting text for their section of the Title VI Report, and maintaining the data and documentation necessary for that report. This includes reviewing guidelines and procedures for the assigned Title VI Program Area, and incorporating Title VI related language and provisions into district documents, as appropriate.

### 1.3. General Requirements for Title VI Program Content

Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that:

> [n]o person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

As such, all recipients of FTA funds are required to have a Title VI program on file with FTA. This Program shall be attached in TEAM and updated every 3 years. Title VI Program Updates should be attached in TEAM at least 30 days prior to expiration.

1. **Signed policy statement assuring compliance with Title VI of the Civil Rights Act of 1964.**

2. **Public notification process:**
   - A copy of the agency’s public notice that it complies with Title VI and the procedures the public may follow to file a discrimination complaint.
   - A summary of public outreach and involvement activities undertaken to assure that minority persons had meaningful access to the activity and/or services provided by your agency or organization.

3. **Complaint process:**
   - A copy of procedures for filing a Title VI complaint with your agency. The procedures should explain how complaints are identified as Title VI.

4. **An analysis and implementation plan to assure meaningful access to services by people with Limited English Proficiency (LEP):**
   - LEP Analysis should include:
     1. The nature and importance of service provided by or agency or organization;
     2. The number and proportion of LEP persons in the service area;
     3. Frequency of contact with LEP persons and the service provided;
4. The costs and availability of resources that could assure meaningful access to services by LEP persons.

- LEP Implementation Plan
  1. Identify LEP persons in the service area who need language assistance;
  2. Develop language assistance measures that are feasible for the agency or organization given the resources available;
  3. Train staff;
  4. Provide notice to LEP population of any and all measures that might change and/or improve access to services;
  5. Monitor progress and update plan on a regular basis;

5. A list of Title VI complaints, lawsuits, audits, reviews, etc. that are currently active and/or have occurred in the past 3 years.

6. Grantee must have the current Fiscal Year Certifications and Assurances PINned in TEAM-TrAMS.

1.4 Title VI Program Update Procedure

Once the requirements for a Title VI Program have been reviewed and approved by FTA, agencies and organizations do not need to re-submit a full Title VI program. Agencies may submit a Title VI Program Update no later than 30 days prior to the Title VI Program expiration date, if the Update meets following requirements:

1. The Program Update shall references the original Title VI Program and the date it was approved by the FTA office.

2. The Update shall include as-needed updates to the required elements of the Title VI Program. Including the public notice process, the LEP Analysis, the LEP Implementation Plan and/or the complaint process to reflect most current practice, policy, information and/or demographic data.

3. A list of Title VI complaints, lawsuits, audits, reviews, etc. that are currently active and/or have occurred in the past 3 years.

In addition, each grantee must have the current Fiscal Year Certifications and Assurances PINned in TEAM and/or TrAMS.
II. ELEMENTS OF TITLE VI PROGRAM

2.1. Policy Statement

The North Central Regional Transit District (NCRTD) is committed to ensuring that no person is excluded from participation in, or denied the benefits of, or be subject to discrimination in the receipt of its services or programs on the basis of race, color, national origin or any other characteristics protected by law, including Title VI of the Civil Rights Act of 1964, as amended. Further, under the Americans with Disability Act (ADA) of 1990, no entity shall discriminate against an individual with a physical or mental disability in connection with the provision of transportation service.

To obtain more information on NCRTD’s nondiscrimination obligations or Title VI complaint procedure, please contact:

NCRTD Title VI Coordinator
North Central Regional Transit District
1327 North Riverside Drive
Espanola, NM 87532

For more information visit our website at ncrtd.org.

2.2. NCRTD Public Notice

The North Central Regional Transit District notifications are and will continue to be disseminated to customers, the general public, employees and contractors. Further, details regarding ongoing public outreach activities are provided below:

1) Title VI Beneficiary Notification – Customers

Title VI information posters will be prominently and publicly displayed in NCRTD facilities. A sample of the Public Title VI Notification is included in Appendix B-sample 1 and sample 2. Such notices will specify that the NCRTD operates a Title VI Program without regard to race, color, or national origin; describe how to request additional information about the NCRTD’s Title VI Program; and explain how to file a discrimination complaint. This statement will be disseminated in English and Spanish. Further beneficiary notification will be provided by posting the Title VI Program Statement on the NCRTD website.

2) Title VI Beneficiary Notification – General Public (Community Outreach)
As a requirement of Title VI, NCRTD continually engages the public in its planning and decision-making processes, as well as its marketing and community outreach activities. Since its inception to the present time, the public routinely has been invited by the NCRTD to participate in a wide variety of public outreach activities.

3) **Title VI Beneficiary Notification – Contractors and Subcontractors**

All contracts awarded by NCRTD, where funding originates from any federal assistance, are subject to the provisions of Title VI of the Civil Rights Act of 1964.

NCRTD contracts will contain clauses specifying requirements for non-discrimination and related certifications, as applicable, either directly through the contract or through the bid specifications, which become an associated component of the contract and all second tier subcontracts that may be issued.

4) **Title VI Beneficiary Notification – Employees**

As provided in Appendix B-sample 1 and sample 2, this statement or a similar representation thereof, will be included in the Personnel Policy manual, and updated will be provided to existing employees as they occur and to new hires during new employee orientation. The statement serves to remind employees of the NCRTD’s Title VI Program and of Title VI responsibilities in the performance of daily employment-related tasks and duties.

2.3. **NCRTD Anti-Discrimination Title VI Complaint Procedure**

**How to file a Title VI Complaint?**

The complainant may file a signed, written complaint up to one-hundred eighty (180) business days from the date of the alleged discrimination. The complaint should include the following information:

- Name, mailing address, and how to contact you (i.e., telephone number, email address, etc.)
- How, when, where and why you believe you were discriminated against to include the location, names and contact information of any witnesses.
- Other information that you deem significant.

The Title VI Discrimination Complaint form, a representation of which is presented in Appendix C, should be used to submit the complaint information. The complaint must be filed in writing with the North Central Regional Transit District (NCRTD) at the following address:

*NCRTD Title VI Coordinator*

*North Central Regional Transit District*

*1327 North Riverside Drive*

*Espanola, NM 87532*
The NCRTD encourages all complainants to certify mail that is sent through the U.S. Postal Service to ensure that all written correspondence can be tracked easily. An original, signed copy of the complaint must be received by the Title VI Coordinator as soon as possible, but no later than one-hundred eighty (180) business days from the alleged date of discrimination.
What happens to the complaint after it is submitted?

All written complaints alleging discrimination based on race, color or national origin in a service or benefit provided by NCRTD will be directly reviewed and addressed by the Title VI Coordinator in writing. The NCRTD will provide, to the maximum extent feasible, appropriate assistance to complainants, including assistance to those persons with disabilities, or to those who are limited in their ability to communicate in English. Additionally, NCRTD will make every effort to address all complaints in an expeditious and thorough manner as described below:

- A Letter Acknowledging Receipt of Complaint will be mailed within seven (7) business days of receipt of the complaint, a representation of which is presented in Appendix C.
- At this time, the Title VI Coordinator will conduct a preliminary investigation into the complaint through follow up written interviews with parties involved.
- Written documentation of the preliminary investigation will be maintained on file in the Title VI Coordinator’s office.
- The NCRTD may request additional information from the complainant in the Letter.
- Acknowledging Receipt of Complaint. A complainant’s failure to provide the requested information may result in the administrative closure of the complaint and no further action will be required by the MRCOG.

How will the complainant be notified of the outcome of the complaint?

The NCRTD will send a Written Response (refer to Appendix C) to the complainant as to whether the complaint is not substantiated or the complaint is substantiated. NCRTD’s Title VI Coordinator will make every effort to send a Written Response to the complainant within ninety (90) business days of receipt of the complaint.

COMPLAINT NOT SUBSTANTIATED

As presented in Appendix C Written Response - Complaint Not Substantiated, the complainant will be advised of his or her right to:

1) Appeal within seven (7) business days of receipt of the Written Response and
2) Within 180 days of the alleged discrimination, file a complaint externally with the New Mexico Department of Transportation, and/or the Federal Highway Administration and/or the Federal Transit Administration of the U.S. Department of Transportation.

The complainant has the right to appeal the Written Response. Appeals in this instance must be submitted to the Title VI Coordinator in writing and must include new information not previously considered in the original complaint. Contingent upon the specifics related to the complaint, appeal investigations may include further findings of fact, and a hearing or other appropriate mechanisms which will result in a final written determination rendered, if feasible, within ninety (90) business days of receipt of the appeal request.
COMPLAINT SUBSTANTIATED

In the case where the complaint is substantiated, the Written Response will indicate that remedial efforts are being developed and implemented in order to mitigate disparate treatment. The complainant will be notified in a manner similar to that which is presented in Appendix C Complaint Substantiated, conceivably within ninety (90) business days of receipt of the complaint request.
2.4  **LEP(Limited English Proficiency) Analysis and Implementation**

FTA requires that the Title VI program include a plan for providing meaningful access to LEP persons.

**Purpose**

The purpose of this analysis is to ensure that no persons shall on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving financial assistance from the FTA.

**What is an LEP person?**

An LEP person is someone who speaks English less than very well.

**Four Factor Analysis**

To document what languages are spoken by LEP persons and to help determine language assistance efforts the following four factors have been analyzed:

1) **The number and proportion of LEP persons served or encountered in your service area**

2) **The frequency with which LEP individuals come into contact with NCRTD transit service**

3) **The nature and importance of your transit service**

4) **The language assistance resources available to assist LEP persons**
1)  The number and proportion of LEP persons served or encountered in your service area

The primary source data on LEP populations is the U.S. Census.

<table>
<thead>
<tr>
<th>Population 5 Years and Over by Language Spoken at Home and Ability to Speak English</th>
<th>2010 Census Numbers-LEP Persons</th>
<th>Percentage of Population 5 Years and Older</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rio Arriba County</td>
<td>Taos County</td>
<td>Santa Fe County</td>
</tr>
<tr>
<td>37,431</td>
<td>31,009</td>
<td>136,135</td>
</tr>
<tr>
<td>Speak English less than “very well”</td>
<td>2529</td>
<td>1849</td>
</tr>
<tr>
<td>Spanish</td>
<td>20,232</td>
<td>11,680</td>
</tr>
<tr>
<td>Speak English less than “very well”</td>
<td>2453</td>
<td>1637</td>
</tr>
<tr>
<td>Other Indo-European</td>
<td>204</td>
<td>200</td>
</tr>
<tr>
<td>Speak English less than “very well”</td>
<td>0</td>
<td>9</td>
</tr>
<tr>
<td>Asian and Pacific Island</td>
<td>104</td>
<td>193</td>
</tr>
<tr>
<td>Speak English less than “very well”</td>
<td>0</td>
<td>129</td>
</tr>
<tr>
<td>All Other</td>
<td>2680</td>
<td>1253</td>
</tr>
<tr>
<td>Speak English less than “very well”</td>
<td>76</td>
<td>74</td>
</tr>
</tbody>
</table>

2)  The frequency with which LEP individuals come into contact with NCRTD transit service

Surveys have been conducted with the NCRTD staff to determine the frequency of contact with LEP persons. The following NCRTD staff has been surveyed: bus drivers, customer service agents, administrative and management personnel. 17 Staff were surveyed; approximately 50% of respondents stated that they encounter a non-English speaking person on a weekly basis, 20% on a daily basis, and 30% on a monthly basis.
## NCRTD Frequency of Contact with LEP Persons

<table>
<thead>
<tr>
<th>Frequency</th>
<th>Language Spoken by LEP Persons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily- 3</td>
<td>Spanish- 95%</td>
</tr>
<tr>
<td>Weekly- 8</td>
<td>Native Tribal Languages- 5%</td>
</tr>
<tr>
<td>Monthly- 5</td>
<td></td>
</tr>
<tr>
<td>Less frequently than monthly- 1</td>
<td></td>
</tr>
</tbody>
</table>

A sample of the survey is available in Appendix E.

### 3) The nature and importance of your transit service

The NCRTD is a flex-route and demand-response service that operates Monday-Friday from 0530-1900. We serve the 10,000 square mile area of Los Alamos, Rio Arriba, Santa Fe and Taos Counties and work regionally with Atomic City Transit, NM Park & Ride, NM Rail Runner, Santa Fe Trails, Santa Fe Pick up, Chile Line, Red River Transit and Popay Messenger Service. Specific locations served: Edgewood, Moriarty, Eldorado, NM Rail Runner Stations (from 599 north), multiple Santa Fe government offices, Santa Fe County Courts, Santa Fe Indian School, Indian Health Services, Cities of Gold Park & Ride, Espanola Park & Ride, Ohkay Owingeh Resort and Casino, Rio Arriba County Courts, Taos County Courts, Holy Cross Hospital, Presbyterian Hospital, multiple CYFD locations, multiple community schools, multiple shopping centers, Sipapu Ski and Summer Resort. Additionally, the Taos Express route is operated on the weekends from Taos to Santa Fe, from approximately 0900-1230 and again from 1630-2015.

Essential services such as medical, court/municipal business, grocery shopping, education, employment. Recreational activity such as sight-seeing, visiting friends, shopping.
4) The language assistance resources available to assist LEP persons

The majority of NCRTD Staff understand both English and Spanish, with about 50% stating they are fluent and capable speakers of Spanish (as well as English). Given this, language assistance efforts have not been necessary thus far.

A bilingual Staff member will communicate the availability of language translation or interpretation upon request by the individual. In the future, the website will include a link to a translation app or program.

Implementation

✓ IDENTIFYING LEP INDIVIDUALS WHO NEED LANGUAGE ASSISTANCE

The approximate number of LEP individuals in the counties we serve, is 20,629 which represents 9% of the population. Most of these LEP individuals speak Spanish. More than 90% of all LEP individuals are Spanish speaking.

✓ LANGUAGE ASSISTANCE MEASURES

- The majority of Staff members at NCRTD understand basic Spanish. Approximately 50% of our employees consider themselves fluent and capable of speaking Spanish.
- Staff currently translates English to Spanish and vice versa on a regular basis and are capable of providing interpretation services.
- Additional in the future, Schedules and vital documents will be made available in Spanish.

✓ TRAINING STAFF

- Our Staff utilizes Google Translate (translates over 85 languages).
- Multiple free apps and programs that can be utilized to translate and interpret.
- In addition to making these free translation resources available to our employees, we will also train them to have a deeper understanding on how to be compliant with Title VI and accommodating LEP persons.

✓ PROVIDING NOTICE TO LEP PERSONS

- We will update our schedules to include Spanish and English. The website includes Google Translate to facilitate comprehension for LEP individuals.
- By translating written materials NCRTD will expand its means to let LEP personals know that language assistance is available.
- NCRTD currently provides written translation of the following:
MONITORING AND UPDATING LEP PLAN

- Periodically, the Title VI Coordinator reviews the demographics of the NCRTD service area and its riders to determine language assistance needed;
- Dispatchers are queried as to their day-to-day communication experiences.
- Community outreach meetings and Board meetings have resulted in significant public feedback.
- NCRTD will obtain results from the Service Surveys to guide improvements for LEP individuals. In addition internal monitoring will be done to see how many individuals complete application for service in Spanish.
- Based on this feedback, NCRTD will make changes to assistance in order to provide meaningful access for LEP persons. Upon assessment, the Title VI Coordinator will update accordingly to maintain compliance.

2.4. Investigations, Complaints and Lawsuits

NCRTD hereby confirms that there have not been any Title VI investigations, complaints or lawsuits filed with the Region. In the event that Title VI filings do occur, the NCRTD is prepared to maintain a list of any active investigations, lawsuits or complaints alleging discrimination on the basis of race, color or national origin. The list will include the date of the investigation, lawsuit, or complaint was filed; a summary of allegations; the status of the investigation, lawsuit or complaint; actions taken by NCRTD in response to the investigation, lawsuit or complaint.

The Title VI Coordinator shall maintain a log of Title VI complaints received. The log shall include the date the complaint was filed, a summary of the allegations, the status of the complaint, and actions taken in response to the complaint.

A log to record Investigations, Complaints and Lawsuits has been included in Appendix D which reaffirms compliance with this requirement.

2.5. Certifications and Assurances PINned in TEAM/TrAMS

Upon NCRTD Board approval, the Title VI Program will be uploaded and PINned into TEAM/TrAMS.
III. PUBLIC PARTICIPATION PLAN

3.1. Federal Regulations

FTA requires that Title VI programs include an outreach plan to engage minority and limited English proficient (LEP) populations. The plan may include other constituencies that are traditionally underserved, such as people with disabilities, low-income populations, and others.

Applicants to NMDOT for FTA assistance are required to comply with several requirements that help meet this Title VI requirement. These requirements include:

- Published notice of intent to apply to NMDOT for FTA assistance and participation in the public transit-human services transportation coordinated plan development.
- Open Board/council meetings, council meetings of cities and counties that provide local funding, transit/client advisory committees.
- Public involvement efforts for transit development plans (TDPs), passenger surveys, marketing efforts, such as booths at fairs, and presentations to service and other organizations.

In accordance with Federal Transit Administration (FTA) Title VI Circular 4702.1B, Promoting Inclusive Public Participation, NCRTD offers continuous opportunities for the public to be involved in the identification of social, economic and environmental impacts of transit services.

- Provides community outreach efforts to ensure meaningful public involvement; and
- Employs a wide variety of outreach techniques in a myriad of venues to convey vital information throughout the NCRTD’s service area.

NCRTD encourages active and meaningful public involvement in reviewing and commenting on policies and provisions affecting transit services to ensure a continuing, cooperative and comprehensive planning process.

3.2. Purpose

To establish procedures for public involvement in the provision of transit services among beneficiaries of the NCRTD’s services, including but not limited to, low income and minority individuals as well as those with limited English proficiency.

3.3. Goals and Objectives

The goal of NCRTD’s public participation plan is to support proactive inclusive public involvement at all stages of planning and project development. The performance standards for proactive public involvement include:

- Early and continuous involvement;
- Reasonable public availability of vital information with meaningful access;
Collaborative input on alternatives, evaluation criteria and mitigation needs;

Open public meetings in accessible locations; and open access to the decision-making process.

To achieve these objectives, NCRTD will:

- Ensure that the public is actively involved in the development of transit services;

### 3.4. Public Participation Tools and Activities

As a requirement of Title VI, NCRTD continually engages the public in its planning and decision-making processes, as well as its marketing and community outreach activities.

#### FTA Grant Application Process:

As a part of the FTA grant application process, NCRTD makes every attempt to publish its annual Program of Projects.

#### Board Meetings:

The NCRTD Board of Directors holds monthly meetings of which the public is invited to attend via notices posted on the NCRTD’s website and published in local newspapers. Board meetings are held the first Friday of every month at 9:00am.

In addition, the county clerks in each of the four member counties post the Board meetings on their public notice boards and some of the on their websites as well. Board members notify their constituents through email outreach to mailing lists.

The Board Meetings are held at our administrative offices in Espanola located at the Jim West Center.

This locations is accessible for people with disabilities. Additionally this locations is served by transit during the hours that Board Meetings are held. The Riverside route stops in front of the building and operates on 30 minute headways.

#### Public Meetings:

When new or revised service is proposed, information is disseminated to the affected users, all revisions are posted on the NCRTD’s website, notifications are sent to email users and public meetings, if required, are scheduled in advance. All such revisions require presentations to the NCRTD Board for formal adoption, which provides another avenue to inform the public.

NCRTD relies on other counties and cities for funding:

- NCRTD and Los Alamos County have an arrangement where the County contributes a set dollar amount toward regional transit.
- This agreement is revisited periodically, and the funding amount is not guaranteed. Los Alamos County constituents can either attend NCRTD Board meetings, request a meeting with NCRTD management, or speak with the Los Alamos representative on the NCRTD Board.
In addition, a public hearing is held by the NCRTD Board on the proposed annual budget, so that interested parties may comment on the draft budget. The NCRTD is involved with the area MPO and RPO, and presents service changes:

- Drivers routinely engage riders for feedback.
- Community outreach meetings are held when significant changes such as a service plan update or fare change are planned to occur.
- Passenger surveys are utilized to garner feedback.
- The website allows for the public to contact us and provide comments, Staff meets with stakeholders to discuss needs.

Information Displays, Booths, Fairs:

Public Information staff regularly schedule opportunities to interact with the general public to provide information about transit services throughout the community. That effort includes the dissemination of schedules and other informational items about transit services.

Bilingual Outreach:

As an important element of NCRTD’s LEP Plan, staff is available to readily provide responses in Spanish to transit service inquiries. Translation assistance is utilized in outreach programs, and if requested, offered during program and public meetings. Notices are provided in both Spanish and English in newsprint, on facilities, and in vehicles.
3.5. Identification of Need

Minority populations constitute a significant percentage of the overall population, both within NCRTD’s service area as well as the State of New Mexico as a whole.

Results from the 2010 Census indicate that, at 58 percent of the total population, both the entire state of New Mexico as well as NCRTD’s specific service area have the highest percentages of persons of Hispanic or Latino Origin among the 50 states.

As indicated on the Table which is summarized below, Hispanics/Latinos make up the largest minority, with more than 48% of the total population. American Indian and Black persons account for 3.24% and 2.12% of the population, respectively. Asians and Pacific Islanders constitute 1.93% and 0.07% respectively. Those reporting Other Race (none of the above) were 0.22% and 1.63% identified with two or more races in the 2010 Census.

<table>
<thead>
<tr>
<th>Minority Group</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hispanic/Latino</td>
<td>48.89</td>
</tr>
<tr>
<td>American Indian</td>
<td>3.24</td>
</tr>
<tr>
<td>Black</td>
<td>2.12</td>
</tr>
<tr>
<td>Asian</td>
<td>1.93</td>
</tr>
<tr>
<td>Pacific Islander</td>
<td>0.07</td>
</tr>
<tr>
<td>Other Race Two or More Races</td>
<td>0.22</td>
</tr>
<tr>
<td></td>
<td>1.63</td>
</tr>
</tbody>
</table>

The low income population of NCRTD’S service area should be afforded every reasonable opportunity for meaningful access of the NCRTD’s services. As with minority populations, additional measures may be instituted to reach out to this segment of the population. Some of those measures may include contacting public and non-profit agencies and distributing vital service information through those venues where such individuals may frequent. These agencies also may be able to provide additional insight into the transportation needs of their clients and may have recommendations as to ways in which the NCRTD may overcome barriers to accessible service for this population group.
IV. ADVISORY BOARDS

FTA requires that the Title VI program present the racial make-up of all transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, and a description of the efforts to encourage the participation of minorities on such committees.

**NCRTD Board of Directors**

Consists of 14 member entities including City of Santa Fe, Santa Fe County, Taos County, Tesuque Pueblo, Santa Clara Pueblo, San Ildefonso Pueblo, Rio Arriba County, City of Espanola, Pojoaque Pueblo, Nambe Pueblo, Los Alamos County, Ohkay Owingeh Pueblo, Town of Edgewood and the Town of Taos.

The Board exercises and performs all powers, privileges, and duties vested in or imposed upon the District as well as direct Staff.

**Finance Subcommittee**

To provide Staff direction and oversee financial practices and ensure transparency.

**Asset Disposal Subcommittee**

To provide direction and ensure transparency in asset disposal.

**Tribal Subcommittee**

To ensure Tribal needs are being served, provide an opportunity to discuss any special circumstances related to providing transit service to and within the Pueblos, and to ensure cultural sensitivities are respected and maintained.

**How are members selected?**

**Board of Directors:** A Director shall be an elected official or official designee, Tribal Governor or Tribal Council Member. The Director and official designee (if any) shall be nominated by the chief elected official of the Member and approved by the governing body of the Member. The Director shall hold such office until removed by the appointing Member, or until the Director no longer holds elective office in the governing body of the appointing Member, or until the Director submits a written resignation to the Chairman. Directors shall not serve a term longer than 4 years unless re-appointed by their Member governing body.

**Subcommittee Members:** The Board appoints Committees to advise the Board. The members of these Committees may include Directors, official designees, and Officers of the District as well as
individuals not members of the Board. When an Advisory Committee is formed, the Chair may appoint a regular member as its chair, or may direct the Committee to elect a chair at its first meeting, or direct the Committee to elect a chair at any time the chair of the Committee becomes vacant.

**Racial makeup of each board and committee?**

**NCRTD Board of Directors (14 Members):** 5 Hispanic, 5 Caucasian, 3 Native American (1 Member did not respond);

**Finance Subcommittee (5 Members):** 1 Native American, 3 Hispanic, 1 Caucasian; Asset Disposal Committee- 5 Members: 3 Hispanic, 2 Caucasian;

**Tribal Subcommittee (6 Members):** 3 Native American, 1 Hispanic, 1 Caucasian (1 Member did not respond);

**What efforts are undertaken to encourage participation of minorities on these committees?**

The NCRTD Board of Directors consists of a diverse cross-section of representatives from Member entities. Given the racial and ethnic diversity exhibited by our Board, resulting NCRTD subcommittees inherently reflect this as well; no encouragement is required to solicit non-Caucasian Member participation.

**V. SUBRECEPIENTS**

FTA requires your Title VI program to include procedures for monitoring sub recipients for compliance with Title VI.

NCRTD does not provide any FTA funds to other transit related agencies.

**VI. FACILITY LOCATION EQUITY ANALYSIS**

FTA requires Title VI program to include procedures for ensuring an equity analysis of facility locations is conducted during the planning for a construction of a new facility. The Transit and Rail Division ensures compliance with this requirement when providing FTA funding for a new facility.
VII. TITLE VI PLAN APPENDICES A-F

APPENDIX A

NCRTD Title VI Program Organizational Chart

Anthony Mortillaro
EXECUTIVE DIRECTOR

Stacey McGuire
TRANSIT PLANNING, PROJECTS AND GRANTS MANAGER

Mike Kelly
OPERATIONS DIRECTOR

Jim Nagle
PUBLIC INFORMATION OFFICER

Daria Veprek
HUMAN RESOURCES DIRECTOR

Holly Winscott
REGIONAL TRANSIT PLANNER

Michelle Jacquez
OPERATIONS SPECIALIST

Cristina Lepisto
MARKETING COMMUNICATIONS SPECIALIST
APPENDIX B

Title VI Notice to the Public and Employees—SAMPLE 1

Your Rights Under Title VI

The North Central Regional Transit District (NCRTD) operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the 1964 Civil Rights Act. Any person who believes that she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with our agency.

For more information on the NCRTD’s civil rights program, and the procedures to file a complaint, please call phone #505.629.4713, email: anthonym@ncrdt.org; or visit our administrative offices at 1327 North Riverside Drive, Española, NM 87532. For more information, visit www.ncrdt.org.

A complainant may file a complaint directly with the Federal Transit Administration (FTA), Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590. Phone #: 202.366.4043.

For more information on the New Mexico Department of Transportation’s civil rights program, and the procedures to file a complaint, please call phone #1.800.554.0936 or 505.827.1774, email: damian.segura@state.nm.us; or visit our administrative offices at 1596 Pacheco St., Santa Fe, NM 87505. For more information, visit www.dot.state.nm.us.

If this information is needed in another language, please contact the NCRTD at #505.629.4713.

El North Central Regional Transit District ofrece programas y servicios sin hacer distincion de raza, color y nación de origen, según el Título VI de la Ley de Derechos Civiles de 1964. Cualquier persona que cree que ha sido perjudicada por una práctica discriminatoria ilegal bajo el Título VI, puede presentar una queja con la agencia.

Para obtener más información sobre el programa de derechos civiles del North Central Regional Transit District o sobre los procedimientos a seguir para presentar una queja, llame al #505.629.4713; o a través de email, contacte al Director Ejectivo: anthonym@ncrdt.org; o visite nuestra oficina administrativas en 1327 North Riverside Drive, Española, NM 87532. Para obtener más información, visite www.ncrdt.org.


Para obtener más información sobre el programa de derechos civiles del Departamento de Transporte de Nuevo México o sobre los procedimientos a seguir para presentar una queja, llame al #1.800.554.0936 o al #505.827.1774; o a través de email: damian.segura@state.nm.us; o visite la oficina administrativas en: 1596 Pacheco St., Santa Fe, NM 87505. Para obtener más información, visite www.dot.state.nm.us.

Si necesita información en otro idioma, por favor póngase en contacto con el NCRTD al #505.629.4713.
APPENDIX B

Title VI Notice to the Public and Employees—SAMPLE 2

Public Notification of Title VI

(Posted in the NCRTD public areas and NCRTD website)

The North Central Regional Transit District (NCRTD) is committed to ensuring that no person is excluded from participation in, or denied the benefits of, or be subject to discrimination in the receipt of its services or programs on the basis of race, color, national origin or any other characteristics protected by law, including Title VI of the Civil Rights Act of 1964, as amended. Further, under the Americans with Disability Act (ADA) of 1990, no entity shall discriminate against an individual with a physical or mental disability in connection with the provision of transportation service. To obtain more information on NCRTD’s nondiscrimination obligations or Title VI complaint procedure, please contact the NCRTD Title VI Coordinator, North Central Regional Transit District, 1327 North Riverside Drive, Espanola, NM 87532.

For more information visit our website at www.ncrtd.org.

Employee Notification of Title VI

(Posted on NCRTD’s employee bulletin boards and public areas, also referenced in the NCRTD Personnel Policies)

The North Central Regional Transit District (NCRTD) is committed to ensuring that no person is excluded from participation in, or denied the benefits of, or be subject to discrimination in the receipt of its services or programs on the basis of race, color, national origin or any other characteristics protected by law, including Title VI of the Civil Rights Act of 1964, as amended. Further, under the Americans with Disability Act (ADA) of 1990, no entity shall discriminate against an individual with a physical or mental disability in connection with the provision of transportation service. If you feel you are being discriminated against at the workplace, you may contact your supervisor or the Human Resources Manager for more information about the Title VI Program and the complaint process.

All employees are expected to consider, respect, and observe this policy in their daily work and duties. If a customer approaches you with a question or complaint about disparate treatment, direct him or her to Title VI Coordinator, who can provide a copy of the Title VI Plan and a Title VI Discrimination Complaint form

Abbreviated Title VI Notice for Publications

(Placed in the title page, table of contents page, or credits and acknowledgments page of NCRTD publications)

The North Central Regional Transit District (NCRTD) fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information or to obtain a Title VI Complaint Form, please contact the NCRTD Title VI Coordinator at (505) 629-4713-tel., (505) 747-3640-fax or visit our website at www.ncrtd.org.
APPENDIX C

Complaint Forms and Written Responses Samples
SAMPLE FORM - Title VI Discrimination Complaint Form

Name (please print): ________________________________

Address:__________________________________________

Contact Phone: ________________________________

EMAIL: ________________________________

Describe Nature of Discrimination Complaint:

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

Date of Alleged Incident: _________________

You were discriminated because of (Circle one):

  o Race

  o Color

  o National Origin

  o Other________________

Explain a briefly and clearly as possible what happened, where it happened and how you were discriminated against. Indicate who was involved. Be sure to include how other people were treated differently than you. Also attach any written material pertaining to your case.

Signature:_________________________ Date: ______________________

Please mail or deliver this form to the attention of the Title VI Coordinator at the address provided above.
SAMPLE LETTER-Acknowledgement of Complaint

Date

Ms. Jane Doe 1234
Main St.
Any City, NM 88888

Dear Ms. Doe:

This letter is to acknowledge receipt of your complaint against the North Regional Transit District alleging:

________________________________________________________________________

________________________________________________________________________

An investigation will begin immediately. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact this office by writing to the North Central Regional Transit District, 1327 North Riverside Drive, Espanola, NM 87532.

Sincerely,

[Name]
Title VI Coordinator
North Central Regional Transit District
SAMPLE LETTER-Written Response/Complaint Not Substantiated

Date

Ms. Jane Doe 1234
Main St.
Any City, NM 88888

Dear Ms. Doe,

The matter referenced in your complaint of __________(date) against the North Central Regional Transit District alleging _________________________________has been investigated.

The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964 had been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any program receiving federal assistance.

The MRCOG has analyzed the materials and facts pertaining to your case for evidence of the district’s failure to comply with any part of the civil rights law. There was no evidence that any part of the law had been violated. I, therefore, advise you that your complaint has not been substantiated and that I am closing this matter in our files.

You have the right to 1) appeal to the NCRTD administrative office within seven (7) business days of receipt of this final written decision, and 2) file a complaint externally within 180 days from the date of the alleged discrimination with the New Mexico Department of Transportation and/or the Federal Highway Administration (FHWA) and/or the Federal Transit Administration (FTA) of the U.S. Department of Transportation at:

Federal Transit Administration, Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, Fifth Floor – TRC 1200
New Jersey Avenue SE Washington,
DC 20590

Thank you for taking the time to contact us. If I can be of assistance to you in the future, please do not hesitate to contact me.

Sincerely,

[Name]
Title VI Coordinator
SAMPLE LETTER-Written Response/Complaint Substantiated

Date

Ms. Jane Doe 1234 Main
St.
Any City, NM 88888

Dear Ms. Doe,

The matter referenced in your complaint of _______________ (date) against The North Central Regional Transit District alleging ___________________________ has been investigated.

Apparent violation(s) of Title VI of the Civil Rights Act of 1964, including those mentioned in your letter, was/were identified. Efforts are underway to correct any and all deficiencies.

Thank you for calling this important matter to our attention. You were extremely helpful during our review of the program. You may be hearing from our office, or from federal authorities, if your services should be needed during the administrative hearing process if required.

Sincerely,

[name]
Title VI Coordinator
North Central Regional Transit District
## INVESTIGATION LOG REPORT

<table>
<thead>
<tr>
<th>Date (Month, Day, Year)</th>
<th>Summary (Include basis of complaint: race, color, or national origin)</th>
<th>Status</th>
<th>Actions(s) Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Investigations</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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<tr>
<td><strong>Lawsuits</strong></td>
<td></td>
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<tr>
<td>1.</td>
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<tr>
<td>4.</td>
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<td><strong>Complaints</strong></td>
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<td></td>
</tr>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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<td></td>
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<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The NCRTD is studying the language assistance needs of its riders so that we can better communicate with them and increase ridership. Please complete the following survey and return it to X by X.

**How often do you come into contact with passengers who do not speak English or have trouble understanding you when you speak English to them?** (Circle one)

- DAILY
- WEEKLY
- MONTHLY
- LESS FREQUENTLY

What languages do these passengers speak? Please list.

What foreign languages other do you understand or speak?

Would you be willing to serve as a translator when needed?
Title VI Assurance and Resolutions
Approving This Document

TITLE VI CERTIFICATION AND ASSURANCE

Policy Statement

The North Central Regional Transit District (NCRTD) is committed to ensuring that no person is excluded from participation in, or denied the benefits of, or be subject to discrimination in the receipt of its services or programs on the basis of race, color, national origin or any other characteristics protected by law, including Title VI of the Civil Rights Act of 1964, as amended. Further, under the Americans with Disability Act (ADA) of 1990, no entity shall discriminate against an individual with a physical or mental disability in connection with the provision of transportation service. To obtain more information on NCRTD’s nondiscrimination obligations or Title VI complaint procedure, please contact:

NCRTD Title VI Coordinator
North Central Regional Transit District
1327 North Riverside Drive
Espanola, NM 87532

For more information visit our website at www.ncrtd.org.

Recipient Certification and Assurance


The signatories below are duly authorized to take action on the NCRTD’s Title VI Program, which was approved by the NCRTD Executive Board of Directors, on March 6, 2015.

____________________________________  ______________________________________
Executive Director                  Date

____________________________________  ______________________________________
General Counsel                    Date
Title: Discussion and Approval of Award of Contract – On-call Engineering Services

Prepared By: Troy Bingham, Finance Director

Summary: The NCRTD does not have an engineering staff for projects, which requires the need for experience creating design packages, surveying, construction management in accordance with federal grants, and preparation of transit related studies for grant submissions, so staff prepared a request for proposal (RFP) for this services for the next 4 years. The contract specifies the agreed upon hourly rates for services, but each individual project will be determined by task orders from the District when funding and resources have been identified by staff. All Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) requirement have been followed to insure federal grant participation over the next 4 years of the contract.

The RFP was advertised on January 28, 2016 in the Albuquerque Journal, as well as our website. A non-mandatory Pre-bid meeting was held on February 11, 2016 with two attendees. The bid submittal deadline was February 29, 2016 (at 3:00p). One bid was received and one offeror was followed up by staff to find out the reason for not submitting a bid.

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

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

1. Construction management of Phase II Transportation Alternative Project (TAP) to reconstruct 9 ADA compliant bus shelters in Española, NM (Likely to Occur-Funded)
2. Provide engineering plans for bid specification of backup generator at NCRTD Española facility, along with possible project management for the project (Likely to Occur-Funded)

3. Complete ADA Transition Plan for District by integrating the main facility 2007 ADA Compliant Construction Plans and NM68 ADA Transition Plan for Bus Stops through the Town of Taos into the current plan (Not Guaranteed)

4. Complete ADA transition evaluation for the newly acquired Taos facility form the Town of Taos and the remaining 20 newly acquired shelters and integrate that in the District’s ADA Transition Plan (Not Guaranteed)

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

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

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

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

**Recommended Action:**

1. Authorize the Executive Director to execute a professional service agreement with Wilson & Company

2. Authorize the Executive Director to issue task orders over the next 4 years for engineering services that are funded through the Capital Improvement Plan (CIP) or operating budget for specific projects

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

**Options/Alternatives:**

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

**Fiscal Impact:** To not approve Staff’s recommendation of Contractor for the On-call Engineering Services, could jeopardize the construction of the ADA-compliant Bus Stop Project that was awarded in February and potential current and future TAP funding.

**Attachments:**

Request for Proposal (RFP)
Submitted Proposal from Wilson & Company for On-call Engineering Services
Offeror Listing for RFP#2016-001 On-call Engineering Services
NORTH CENTRAL REGIONAL TRANSIT DISTRICT

REQUEST FOR PROPOSALS (RFP)

On-call Engineering Services

RFP#2016-001

January 28, 2016

Due back February 29, 2016 at 3:00pm
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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

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

B. BACKGROUND INFORMATION

The District is soliciting Statements of Qualifications from engineering firms which have experience creating design packages, surveying, and construction management in accordance with federal grants, and preparation of transit related studies for grant submission. The District operates 25 fixed routes, 3 on-demand routes, with 382 bus stops, and 34 of those stops have shelters. The District services 10,079 square miles, serving an estimated population of 239,000. It provides predominately free bus transit connecting communities and pueblos throughout the counties of north central New Mexico including Los Alamos, Rio Arriba, Santa Fe and Taos. Further expanding its reach, the signature RTD Blue Buses provide riders with connections to New Mexico Rail Runner, Santa Fe Trails, New Mexico Park and Ride, Los Alamos Atomic City Transit, Taos Chile Line and Red River Miner’s Transit. All of its buses are ADA accessible and equipped with bicycle racks. It provides services as far north as Costilla near the Colorado border and as far south as the Town of Edgewood.

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

1. Construction management of Phase II Transportation Alternative Project (TAP) to reconstruct 9 ADA compliant bus shelters in Española, NM (Likely to Occur-Funded)
2. Complete ADA Transition Plan for District by integrating the main facility 2007 ADA Compliant Construction Plans and NM68 ADA Transition Plan for Bus Stops through the Town of Taos into the current plan (Not Guaranteed)
3. Complete ADA transition evaluation for the newly acquired Taos facility form the Town of Taos and the remaining 20 newly acquired shelters and integrate that in the District’s ADA Transition Plan (Not Guaranteed)
4. Create design package for Phase III Transportation Alternative Project (TAP) to construct or reconstruct more ADA compliant bus shelters (Likely to Occur)
5. Provide construction management of Phase III Transportation Alternative Project (TAP) (Likely to Occur-Funded)
6. Provide future design package and construction management for any additional phases of Transportation Alternative Project (TAP) funding (Not Guaranteed)
7. Provide future engineering estimates, plans, studies, and construction management for shelters, buildings, and site improvements on a case by case basis within the four year contract (Not Guaranteed)
C. SCOPE OF PROCUREMENT

The level of effort for all potential projects over the four year contract term are currently undeterminable, so potential Offerors are being ask to provide job classifications for all potential personnel used under this contract, labors rates for those individuals, along with any other ancillary services, testing, travel cost, and/or mileage with expected yearly increases over the life of the contract.

D. PURCHASING AGENT

1. The District has assigned a Purchasing agent who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

   Name: Troy Bingham, Finance Director  
   Address: 1327 N. Riverside Drive  
            Española, NM 87532  
   Telephone: (505)629-4701  
   Fax: (505)747-6647  
   Email: troyb@ncrtd.org

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

   Name: Purchasing Agent  
   Reference RFP Name: Audit Services RFP#2016-002  
   Address: 1327 N. Riverside Drive  
            Española, NM 87532

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Purchasing Agent. Offerors may contact ONLY the Purchasing Agent regarding this procurement. Other Evaluation Committee members do not have the authority to respond on behalf of the District. Protests of the solicitation or award must be delivered by mail to the Purchasing Agent. Emailed protests will not be considered as properly submitted.

E. DEFINITION OF TERMINOLOGY

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

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

“Award” means the final execution of the contract document.
“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

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

“**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.

“**Contractor**” means any business having a contract with a state agency or local public body.

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

“**Desirable**” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

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

“**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

“**Evaluation Committee Report**” means a report prepared by the Purchasing Agent and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

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

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“OSA” the Office of the State Auditor

“Price Agreement” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“Purchasing Agent” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

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

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

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

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (the State)” means the State of New Mexico.

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

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

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.
II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

The Purchasing Agent will make every effort to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Due Dates Sample Time Frames</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue RFP</td>
<td>NCRTD</td>
<td>January 29, 2016</td>
</tr>
<tr>
<td>3. Deadline to Submit Questions</td>
<td>Potential Offerors</td>
<td>February 19, 2016</td>
</tr>
<tr>
<td>7. Selection of Finalists</td>
<td>Evaluation Committee</td>
<td>March 1, 2016</td>
</tr>
<tr>
<td>8. Finalize Contractual Agreements</td>
<td>NCRTD/Finalist Offerors</td>
<td>March 1-4, 2016</td>
</tr>
<tr>
<td>9. Recommend Contract Award to Board</td>
<td>NCRTD/Finalist Offerors</td>
<td>March 4, 2016</td>
</tr>
</tbody>
</table>

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of RFP

This RFP is being issued on behalf of NCRTD on January 29, 2016.

2. Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held on February 11, 2016 at 9:00am Mountain Standard Time/Daylight Time at 1327 N. Riverside Drive, Española, NM 87532. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Purchasing Agent (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. Attendance at the pre-proposal conference is encouraged but not a prerequisite for submission of a proposal.
3. **Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Purchasing Agent as to the intent or clarity of this RFP until close of business the day indicated in the sequence of events. All written questions must be addressed to the Purchasing Agent as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. **Response to Written Questions**

Written responses to written questions (if deemed necessary by the Purchasing Agent) will be post on the District’s website located at [www.ncrtd.org/requests.aspx](http://www.ncrtd.org/requests.aspx).

5. **Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PURCHASING AGENT OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON FEBRUARY 29, 2016. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Purchasing Agent at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Engineering Services RFP#2016-001. Proposals submitted by facsimile, or other electronic means, will not be accepted.

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

6. **Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Purchasing Agent may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. **Selection of Finalists**
The Evaluation Committee will select and the Purchasing Agent will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible.

8. **Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Purchasing Agent. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the District reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

9. **Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, the Purchasing Agent will will recommend for award to the Board of Directors as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Purchasing Agent.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to NCRTD, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

10. **Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. ONLY protests delivered directly to the Purchasing Agent in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the March 21, 2016. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to Purchasing Agent. Protests received after the deadline will not be accepted.

C. **GENERAL REQUIREMENTS**

1. **Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
2. **Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. **Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The District will enter into a contractual agreement with a vendor will make payments to only the prime contractor.

4. **Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. **Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The District personnel will not merge, collate, or assemble proposal materials.

6. **Offeror’s Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Purchasing Agent and signed by the Offeror’s duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. **Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.
8. Disclosure of Proposal Contents

A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Purchasing Agent will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

C. Confidential data is restricted to:
   1. confidential financial information concerning the Offeror’s organization;
   2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
   3. PLEASE NOTE: The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Agent shall examine the Offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFP in no manner obligates NCRTD to the use of any Offeror’s services until a valid written contract is awarded and approved by appropriate authorities. Individual project task orders will be agreed upon in writing prior to the task being completed by the contractor.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of NCRTD.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The District’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review
The District requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror’s concerns must be promptly submitted in writing to the attention of the Purchasing Agent.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied, in writing, by the District through the Purchasing Agent or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the District and a contractor will follow the format specified by the District and contain the terms and conditions set forth in the Sample Contract Appendix B. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror’s proposal will be incorporated into and become part of any resultant contract.

The District discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the District (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX B) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The District may or may not accept the alternative language. General references to the Offeror’s terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the District and will result in disqualification of the Offeror’s proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.
16. Offeror’s Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the District. Please see Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the District and the Offeror selected and shall not be deemed an opportunity to amend the Offeror’s proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in District Procurement Rules and Regulations.

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

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

21. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

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

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror’s proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of NCRTD.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the District.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring District's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.4, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the District’s website, the Offeror acknowledges that the version maintained by the District’s website shall govern.

28. New Mexico Employees Health Coverage

A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to
maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the District exceed $250,000 dollars.

B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the District.

C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information http://www.insurenewmexico.state.nm.us/.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales from District of $250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX A, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal

Offeror’s proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
b. **Explicitly** indicate acceptance of Section V of this RFP; and
c. Acknowledge receipt of any and all amendments to this RFP.

8. Be signed by the person identified in #2 above.

31. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
   a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
   b. violation of Federal or state antitrust statutes related to the submission of offers;
   or
   c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
   a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
   b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
   c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

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

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

32. Work Must Comply with Federal Highway Administration (FHWA) Guidelines

Link for these guidelines is:

http://dot.state.nm.us/content/dam/nmdot/Infrastructure/PINF/TLPA-HANDBOOK.PDF
33. Work Must Comply with Federal Transit Administration (FTA) Guidelines

1. Fly America Requirements

49 U.S.C. §40118
41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

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

2. Buy America Requirements

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

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000).

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The $100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. 

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 _______________________________________________________________________

18
3. Charter Bus Requirements

49 U.S.C. 5323(d)
49 CFR Part 604

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.
Model Clause/Language
The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

3. School Bus Requirements
49 U.S.C. 5323(F)
49 CFR Part 605

Applicability to Contracts
The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements
The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language
The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

4. Cargo Preference Requirements
46 U.S.C. 1241
46 CFR Part 381

Applicability to Contracts
The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Applicability to Micro-Purchases
Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.
Flow Down

The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language

The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

5. Seismic Safety Requirements

42 U.S.C. 7701 et seq. 49
CFR Part 41

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to
compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

6. Energy Conservation Requirements

42 U.S.C. 6321 et seq.
49 CFR Part 18

Applicability to Contracts
The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases
Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down
The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language
No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

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

7. Clean Water Requirements

33 U.S.C. 1251

Applicability to Contracts
The Clean Water requirements apply to each contract and subcontract which exceeds $100,000.

Flow Down
The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

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

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

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

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**8. Bus Testing**

*49 U.S.C. 5318(e)*

*49 CFR Part 665*

**Applicability to Contracts**

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

**Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply
to micro-purchases.

**Flow Down**

The Bus Testing requirements should not flow down, except to the turnkey contractor as stated
in Master Agreement.

**Model Clause/Language**

Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific
language to be included in third party contracts but does contain requirements applicable to
subrecipients and third party contractors. Bus Testing Certification and language therein are
merely suggested.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and
FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components
   or configuration shall provide a copy of the final test report to the recipient at a point in the
   procurement process specified by the recipient which will be prior to the recipient's final
   acceptance of the first vehicle.

2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the
   operator of the testing facility that the report is available to the public.

3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold
   should have the identical configuration and major components as the vehicle in the test
   report, which must be provided to the recipient prior to recipient's final acceptance of the
   first vehicle. If the configuration or components are not identical, the manufacturer shall
   provide a description of the change and the manufacturer's basis for concluding that it is
   not a major change requiring additional testing.

4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass
   transit service in the United States before October 1, 1988, and is currently being produced
   without a major change in configuration or components), the manufacturer shall provide
   the name and address of the recipient of such a vehicle and the details of that vehicle's
   configuration and major components.
CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: __________________________________
Signature: _______________________________
Company Name: ___________________
Title: ________________________________

9. Pre-award and Post Delivery Audits Requirements
49 U.S.C. 5323
49 CFR Part 663

Applicability to Contracts

These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language

- Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors.

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

- Specific language for the Buy America certification is mandated by FTA regulation, "Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).
Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

2. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at $100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: ______________________________________________________
Signature: __________________________________________________
Company Name: ______________________________________________
Title: ______________________________________________________

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: ______________________________________________________
Signature: __________________________________________________
Company Name: ______________________________________________
Title: ______________________________________________________
10. Lobbying
31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

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


- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

  Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.


name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

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

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

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

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

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major
capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

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

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

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

### Requirements for Access to Records and Reports by Types of Contract

<table>
<thead>
<tr>
<th>Contract Characteristics</th>
<th>Contract</th>
<th>Operational Service Contract</th>
<th>Turnkey</th>
<th>Construction</th>
<th>Architectural Engineering</th>
<th>Acquisition of Rolling Stock</th>
<th>Professional Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>II. Non State Grantees</td>
<td>a. Contracts below SAT ($100,000)</td>
<td>Yes³</td>
<td>Those imposed on non-state Grantee pass thru to Contractor</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>b. Contracts above $100,000/Capital Projects</td>
<td>Yes³</td>
<td>Those imposed on non-state Grantee pass thru</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Sources of Authority

1. 49 USC 5325 (a)
2. 49 CFR 633.17
3. 18 CFR 18.36 (i)

12. Federal Changes
   49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

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

13. Bonding Requirements

Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding $100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certifies 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 to 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.
c. A payment bond on the part of the contractor for 100 percent of the contract price. 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 required from Contractors are as follows:

1. 50% of the contract price if the contract price is not more than $1 million;
2. 40% of the contract price if the contract price is more than $1 million but not more than $5 million; or
3. $2.5 million if the contract price is more than $5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down

Bonding requirements flow down to the first tier contractors.

Model Clauses/Language

FTA does not prescribe specific wording to be included in third party contracts. FTA has prepared sample clauses as follows:

Bid Bond Requirements (Construction)

a. Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

b. Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove
inadequate to fully recompense (Recipient) for the damages occasioned by default, then
the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the
difference between the bid security and (Recipient's) total damages, so as to make
(Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of
the material contained on this form, other than that requested, will render the bid
unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

a. Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original
   contract price, unless the (Recipient) determines that a lesser amount would be
   adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a
   contract price is increased. The increase in protection shall generally equal 100
   percent of the increase in contract price. The (Recipient) may secure additional
   protection by directing the Contractor to increase the penal amount of the
   existing bond or to obtain an additional bond.

b. Payment bonds

1. The penal amount of the payment bonds shall equal:
   i. Fifty percent of the contract price if the contract price is not more than $1
      million.
   ii. Forty percent of the contract price if the contract price is more than $1
       million but not more than $5 million; or
   iii. Two and one half million if the contract price is more than $5 million.

2. If the original contract price is $5 million or less, the (Recipient) may require
   additional protection as required by subparagraph 1 if the contract price is
   increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to
protect the (Recipient's) interest.

a. The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in
   performing the contract or as partial compensation (as in retention of salvaged
   material).

2. A contractor sells assets to or merges with another concern, and the (Recipient),
   after recognizing the latter concern as the successor in interest, desires
   assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

b. When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

c. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

d. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
   i. Fifty percent of the contract price if the contract price is not more than $1 million;
   ii. Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or
   iii. Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against
defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

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

Applicability to Contracts
The Clean Air requirements apply to all contracts exceeding $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year.

Flow Down
The Clean Air requirements flow down to all subcontracts which exceed $100,000.

Model Clauses/Language
No specific language is required. FTA has proposed the following language.

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

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

15. Recycled Products
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicability to Contracts
The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures $10,000 or more of one of these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996.
These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases $10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was $10,000.

**Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

**Flow Down**

These requirements flow down to all to all contractor and subcontractor tiers.

**Model Clause/Language**

No specific clause is mandated, but FTA has developed the following language.

Recoverd Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

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### 16. Davis-Bacon and Copeland Anti-Kickback Acts

**Background and Application**

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that “at least partly are financed by a loan or grant from the Federal Government.” 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). ‘Construction,’ for purposes of the Acts, includes “actual construction, alteration and/or repair, including painting and decorating.” 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts’ requirements are satisfied.

**Clause Language**

**Davis-Bacon and Copeland Anti-Kickback Acts**

1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officershall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The
Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of
receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The NCRTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the NCRTD may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NCRTD for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available.
for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
2. (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered
program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


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**17. Contract Work Hours and Safety Standards Act**

**Background and Application**

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from … the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over $2,000 or non-construction contract to which the Act applied over $2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than $100,000.” 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item
should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

Clause Language

**Contract Work Hours and Safety Standards**

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

18. [RESERVED]

19. **No Government Obligation to Third Parties**

**Applicability to Contracts**

Applicable to all contracts.
Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

**No Obligation by the Federal Government.**

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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**20. Program Fraud and False or Fraudulent Statements and Related Acts**

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

Applicability to Contracts

These requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

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

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

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

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21. Termination

49 U.S.C. Part 18

FTA Circular 4220.1E

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of $10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is $100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of $10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:
a. **Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

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

f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any
extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in
the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

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

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

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.
If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

22. Government-Wide Debarment and Suspension (Nonprocurement)
49 CFR Part 29
Executive Order 12549

Background and Applicability

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

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

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

**23. Privacy Act**

**5 U.S.C. 552**

**Applicability to Contracts**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

**Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

**Flow Down**

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

**Model Clause/Language**

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

   5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

   2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
24. Civil Rights Requirements
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shorten the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

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

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

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

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

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

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

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**25. Breaches and Dispute Resolution**

*49 CFR Part 18*

**FTA Circular 4220.1E**

**Applicability to Contracts**

All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

**Flow Down**

The Breaches and Dispute Resolutions requirements flow down to all tiers.

**Model Clauses/Language**

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor
shall be afforded an opportunity to be heard and to offer evidence in support of its position. The
decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall
abide by the decision.

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

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

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

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

26. Patent and Rights in Data

Applicability to Contracts

Patent and rights in data requirements for federally assisted projects ONLY apply to research
projects in which FTA finances the purpose of the grant is to finance the development of a
product or information. These patent and data rights requirements do not apply to capital
projects or operating projects, even though a small portion of the sales price may cover the cost
of product development or writing the user's manual.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply
to micro-purchases.

Flow Down

The Patent and Rights in Data requirements apply to all contractors and their contracts at every
tier.

Model Clause/Language

The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A,
Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is
governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to
meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

   1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

   2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines
otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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27. Transit Employee Protective Agreements
49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

These provisions are applicable to all contracts and subcontracts at every tier.
Model Clause/Language

Since no mandatory language is specified, FTA had developed the following language.

Transit Employee Protective Provisions.

1. The Contractor agrees to comply with applicable transit employee protective requirements as follows:

   a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

   b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

   c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S.
Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

2. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

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**28. Disadvantaged Business Enterprise (DBE)**

**49 CFR Part 26**

**Background and Applicability**

The newest version on the Department of Transportation’s Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

**Clause Language**

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

**Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation is __%. A separate contract goal [of __% DBE participation has] [has not] been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as [insert agency name] deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
c. {If a separate contract goal has been established, use the following} Bidders/offereors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following [concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offereor’s commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor’s commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above [as a matter of responsiveness] [with initial proposals] [prior to contract award] (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offereor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the {insert agency name}. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by the {insert agency name} and contractor’s receipt of the partial retainage payment related to the subcontractor’s work.]

e. The contractor must promptly notify {insert agency name}, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of {insert agency name}.

29. [ RESERVED ]

30. Incorporation of Federal Transit Administration (FTA) Terms
FTA Circular 4220.1E
Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

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

31. Drug and Alcohol Testing

49 U.S.C. §5331

49 CFR Parts 653 and 654

Applicability to Contracts

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

Model Clause/Language

Introduction

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's
compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Drug and Alcohol Testing

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror’s proposal must be clearly labeled and numbered and indexed as outlined in Section III.C. Proposal Format. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover.
Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL, five (5) HARD COPIES of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders.
   
   ➢ Proposals containing confidential information **must** be submitted as two separate binders:
   
   - **Unredacted** version for evaluation purposes
   - **Redacted** version (information blacked out and not omitted or removed) for the public file

2. **Cost Proposals** – One (1) ORIGINAL, one (1) HARD COPY of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals.

3. The original and hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and Section III.C.1 Proposal Content and Organization, may be deemed non-responsive and rejected on that basis.

**C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals:

1. **Proposal Content and Organization**

   **Technical Proposal** (Binder 1):
   
   A. Signed Letter of Transmittal
   B. Table of Contents
   C. Proposal Summary (Optional)
   D. Response to Contract Terms and Conditions
   E. Offeror’s Additional Terms and Conditions
   F. Response to Specifications (except cost information which shall be included in Cost Proposal/Binder 2 only)
   
   1. Organizational Experience
2. Organizational References
3. Financial Stability - Financial information considered confidential should be placed in the **Confidential Information** binder.
4. Signed Campaign Contribution Form

G. Other Supporting Material (If applicable)

**Cost Proposal (Binder 2):**

1. Completed Cost Response Form

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

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

**IV. SPECIFICATIONS**

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

**A. DETAILED STATEMENT OF QUALIFICATIONS TO PERFORM THE WORK**

The Offeror should address their firm’s competency that they feel best represents their ability to accomplish the following projects:

1. Construction management of Phase II Transportation Alternative Project (TAP) to reconstruct 9 ADA compliant bus shelters in Española, NM
2. Complete ADA Transition Plan for District by integrating the main facility 2007 ADA Compliant Construction Plans and NM68 ADA Transition Plan for Bus Stops through the Town of Taos into the current plan
3. Complete ADA transition evaluation for the newly acquired Taos facility form the Town of Taos and the remaining 20 newly acquired shelters and integrate that in the District’s ADA Transition Plan
4. Create design package for Phase III Transportation Alternative Project (TAP) to construct or reconstruct more ADA compliant bus shelters
5. Provide construction management of Phase III Transportation Alternative Project (TAP)
6. Provide future design package and construction management for any additional phases of Transportation Alternative Project (TAP) funding
7. Provide future engineering estimates, plans, studies, and construction management for shelters, buildings, and site improvements on a case by case basis within the four year contract

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offerors must:

a) provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of financial audit and compliance services. All financial audit and compliance services provided to private sector will also be considered;

b) indicate how many public and private sector audits have been performed in the last two years and what percentage of business revenue is derived from public and private audit engagements;

c) describe at least two project successes and failures of financial audit and compliance services engagements. Include how each experience improved the Offeror’s services.

2. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. Offerors are required to submit APPENDIX E, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D. It is the Offeror’s responsibility to ensure the completed forms are received on or before February 12, 2016 for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the vendor’s score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Purchasing Agent and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Purchasing Agent and all members of the Evaluation Committee receive the same information. Additionally, the District reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Paragraph C.18.

Offerors shall submit the following Business Reference information as part of offer:

a) Client name;
b) Project description;
c) Project dates (starting and ending);
d) Technical environment (i.e., auditee type and size);
e) Staff assigned to reference engagement that will be designated for work per this RFP; and
f) Client project manager name, telephone number, fax number and e-mail address.

3. Oral Presentation
   If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the District. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

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

2. Letter of Transmittal Form

   The Offeror’s proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form must be completed and must be signed by the person authorized to obligate the company.

3. Campaign Contribution Disclosure Form

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

4. Cost

   Offerors must complete the Cost Response Form in APPENDIX C.
V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<table>
<thead>
<tr>
<th>Factors – correspond to section IV.A, IV.B and IV.C</th>
<th>Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Detailed Statement of Qualifications to Perform the Work</td>
<td>25%</td>
</tr>
<tr>
<td>B. Technical Specifications</td>
<td></td>
</tr>
<tr>
<td>B.1. Organizational Experience</td>
<td>65%</td>
</tr>
<tr>
<td>B.2. Organizational References</td>
<td>15%</td>
</tr>
<tr>
<td>C. Business Specifications</td>
<td></td>
</tr>
<tr>
<td>C.1. Financial Stability</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.2. Letter Of Transmittal</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.3. Signed Campaign Contribution Disclosure Form</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.4. Cost</td>
<td>0%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100%</td>
</tr>
</tbody>
</table>

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1)
Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

2. B.2 Organizational References (See Table 1)
Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix D. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.

3. C.1 Financial Stability (See Table 1)
Pass/Fail only. No points assigned.

4. C.2 Letter of Transmittal (See Table 1)
Pass/Fail only. No points assigned.

5. C.3 Campaign Contribution Disclosure Form (See Table 1)
Pass/Fail only.
6. C.5 Cost (See Table 1)

No points assigned.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Purchasing Agent may contact the Offeror for clarification of the response as specified in Section II. B.6.

3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.

4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the District taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.10). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.
“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: __________________________________________

Relation to Prospective Contractor: __________________________________________

Name of Applicable Public Official: __________________________________________

Date Contribution(s) Made: __________________________________________

Amount(s) of Contribution(s) __________________________________________

Nature of Contribution(s) __________________________________________

Purpose of Contribution(s) __________________________________________

(Attach extra pages if necessary)

__________________________________________  ____________________________
Signature                              Date
Title (position)

—OR—

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

_________________________________________________  ______________________________
Signature                                                     Date

_________________________________________________
Title (Position)
APPENDIX B
SAMPLE CONTRACT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
____________________
and
NORTH CENTRAL REGIONAL TRANSIT DISTRICT

This agreement ("Agreement") is entered into as of the __ day of ____________ 20__, by
and between ______________________ and the North Central Regional Transit District ("NCRTD").

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

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

WHEREAS, pursuant to the NCRTD’s Procurement Regulations the Contractor has held
itself out as possessing the personnel, experience and knowledge necessary to perform the services
described in implementing the Scope of Work as contained within the RFP; and

“WHEREAS, the procurement regulations are available to all vendors and contractors by and
through the NCRTD procurement office”.

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

The Contractor shall provide the following services to the NCRTD. All services listed below shall be inclusive of work, work product and shall be interpreted consistent with any solicitation or procurement documents promulgated by the NCRTD.

   A. Provide all services contained in their response to the RFP and the Scope of Work Attached hereto as Exhibit “_” and any and all addenda as described in the NCRTD’s RFP and as outlined in the task order.

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

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

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

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

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

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement. Services provided by Contractor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographical area.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.
3. COMPENSATION

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

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

C. Payment of taxes for any money received under this Agreement shall be the Contractor’s sole responsibility. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the District to the Contractor and have not been incorporated into the fee amounts listed on the task orders.

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

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the NCRTD for the performance of this Agreement. If sufficient appropriations and authorization are not made by the NCRTD, this Agreement shall terminate upon written notice being
given by the NCRTD to the Contractor. The NCRTD’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. By executing this Agreement the NCRTD represents that the staff will make good faith efforts to ensure that sufficient money is budgeted and appropriated to make the payments that may become due for the work performed under this Agreement. However, by signing this Agreement Contractor hereby acknowledges and agrees that staff has no obligation to seek or obtain approval for any amendment, extension, or other charges beyond those set forth in Section 3 above.

5. **TERM AND EFFECTIVE DATE**

This agreement shall not become effective until approved by the North Central Regional Transit District. This Agreement shall terminate on __________, 20__, unless terminated pursuant to paragraph 6 below.

6. **TERMINATION**

A. This Agreement may be terminated by the NCRTD upon ten (10) days’ written notice. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of District. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to District originals of all materials prepared pursuant to this Agreement and outstanding task orders.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the NCRTD original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the NCRTD shall pay the Contractor for the reasonable value of services satisfactorily performed
through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date of termination.

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

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

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

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

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

8. **CONFIDENTIALITY**

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

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

9. **CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer, District employee or former District employee have been followed.
10. **ASSIGNMENT; SUBCONTRACTING**

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent or direction of the NCRTD. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the NCRTD. Contractor agrees that its principal officers and employees are to perform the scope of work under this agreement and that it will not unreasonably delegate work to subordinates.

11. **RELEASE**

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

12. **INSURANCE**

Contractor shall obtain and maintain at its own expense adequate insurance at all times during its performance of this Agreement subject to commercial availability at reasonable premiums.

   A. Contractor shall obtain and maintain Workers’ Compensation insurance required by law to provide coverage for Contractor’s employees throughout the term of this Agreement. Upon request, Contractor shall provide the NCRTD with evidence of its compliance with such requirement.
B. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage of one million dollars ($1,000,000) per claim and aggregate.

C. Automobile Liability Insurance shall be in amount at least equal to the minimum required by state law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement, shall name the District as an additional insured, and shall provide that the District will be notified no less than thirty (30) days in advance of cancellation except for non-payment of premium.

D. General Liability Insurance shall be in the amount of $1,000,000 combined single limit and per occurrence and aggregate shall name the District as an additional insured, and shall provide that the District will be notified no less than thirty (30) days in advance of cancellation except for non-payment of premium;

E. The NCRTD retains the right to require that Contractor obtain or provide proof of insurance, certificates of insurance, riders or addenda including documents listing NCRTD as an additional named insured if, in the NCRTD’s opinion, the Contractor’s work creates a risk or liability for the NCRTD that can be covered and insured without excessive cost or expense to the Contractor.

F. Waiver of insurance requirements may only be performed in writing by the NCRTD’s Executive Director and only if s/he is satisfied that the waiver will not result in substantial or unreasonable liability for the NCRTD.

13 INDEMNIFICATION

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

14. **NEW MEXICO TORT CLAIMS ACT**

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

15. **THIRD PARTY BENEFICIARIES**

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

16. **RECORDS AND AUDIT**

   A. The Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter records that indicate the date, time, and nature of the services rendered. Contractor shall make available for inspection by District all records, books of account, memoranda, and other documents pertaining to District at any reasonable time upon request. These records shall be subject to inspection by the NCRTD, the Department of Finance and Administration, and the State Auditor. The NCRTD shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the NCRTD to recover excessive illegal payments.
B. Contractor acknowledges and agrees to maintain all records for a period in excess for five (5) years from the date of the last expenditure report submitted to the Federal government under Exhibit “B” in order to ensure the District can comply with the requirements under that agreement.

17. **APPLICABLE LAW; CHOICE OF LAW; VENUE**

Contractor shall abide by all applicable federal and state laws and regulations, and all resolutions, rules and regulations of the District. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District.

18. **AMENDMENT**

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

19. **SCOPE OF AGREEMENT**

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

20. **NON-DISCRIMINATION**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor
hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. **SEVERABILITY**

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

22. **NOTICES**

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

<table>
<thead>
<tr>
<th>North Central Regional Transit District</th>
<th>XX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director</td>
<td>XX</td>
</tr>
<tr>
<td>1327 N. Riverside Dr.</td>
<td>XX</td>
</tr>
<tr>
<td>Española, NM 87532</td>
<td>XX</td>
</tr>
</tbody>
</table>

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

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

By: __________________________
Its: __________________________
Date: __________________________

NORTH CENTRAL REGIONAL TRANSIT DISTRICT:

___________________________________
Anthony J. Mortillaro,
Executive Director

Effective Date:___________________

Approved as to form:

_______________________________
Peter Dwyer, Legal Counsel
APPENDIX C

COST RESPONSE FORM
<table>
<thead>
<tr>
<th>COST CATEGORY</th>
<th>Hourly Costs Associated per Category</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Years 1</td>
</tr>
<tr>
<td>Geology Services</td>
<td></td>
</tr>
<tr>
<td>Geologic mapping</td>
<td></td>
</tr>
<tr>
<td>Landslide investigations</td>
<td></td>
</tr>
<tr>
<td>Soil characterization</td>
<td></td>
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<tr>
<td>Environmental Services</td>
<td></td>
</tr>
<tr>
<td>Contaminant fate and transport modeling</td>
<td></td>
</tr>
<tr>
<td>Compliance and permitting</td>
<td></td>
</tr>
<tr>
<td>Soil, soil-pore liquid, gas and groundwater sampling</td>
<td></td>
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<tr>
<td>Site remediation alternatives studies / design</td>
<td></td>
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<tr>
<td>Geotechnical Engineering</td>
<td></td>
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<tr>
<td>Geotechnical design and analyses</td>
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<tr>
<td>Impoundment design</td>
<td></td>
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<tr>
<td>Geotechnical laboratory testing</td>
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<tr>
<td>Civil Engineering and Design</td>
<td></td>
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<tr>
<td>Architectural and landscape architectural services</td>
<td></td>
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<tr>
<td>Plans, specifications, special provisions, bid document preparation, and bidding support</td>
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<tr>
<td>Earthworks and grading design</td>
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<tr>
<td>Lined impoundment design</td>
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<tr>
<td>Stormwater management and drainage design</td>
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<tr>
<td>Ancillary facility design</td>
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<tr>
<td>Geotechnical Laboratory Services</td>
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<tr>
<td>Soil classification</td>
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<tr>
<td>Geosynthetics</td>
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<tr>
<td>Clay and amended soil</td>
<td></td>
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<tr>
<td>Concrete / masonry / mortar &amp; grout</td>
<td></td>
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<tr>
<td>Asphallic concrete tests</td>
<td></td>
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<tr>
<td>Custom / specialized field testing</td>
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<tr>
<td>Materials assessment</td>
<td></td>
</tr>
<tr>
<td>Surveying Services</td>
<td></td>
</tr>
<tr>
<td>Project grades</td>
<td></td>
</tr>
<tr>
<td>TOPO elevations on required projects</td>
<td></td>
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<tr>
<td>GPS on project boundaries</td>
<td></td>
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<tr>
<td>Grade stakes</td>
<td></td>
</tr>
<tr>
<td>Other surveying services</td>
<td></td>
</tr>
<tr>
<td>Various Testing Services</td>
<td></td>
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<tr>
<td>Materials testing for Aggregate/soil testing</td>
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<tr>
<td>Unit weights</td>
<td></td>
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<tr>
<td>Maximum specific gravities</td>
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<tr>
<td>Moisture content</td>
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<tr>
<td>Density testing</td>
<td></td>
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<tr>
<td>Soil wet/dry sieve testing</td>
<td></td>
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<tr>
<td>Concrete testing (voids, slump testing)</td>
<td></td>
</tr>
<tr>
<td>Concrete compression test</td>
<td></td>
</tr>
</tbody>
</table>

*Please provide any additional cost categories and prices that your organization offers in addition to the cost categories that we have requested.*
APPENDIX D

LETTER OF TRANSMITTAL FORM
APPENDIX D
Letter of Transmittal Form

RFP#: ______________________________
Offeror Name: _____________________
FED ID# ______________________________

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:
   Name ____________________________________________________________
   Title ____________________________________________________________
   E-Mail Address ____________________________________________________
   Telephone Number ________________________________________________

3. For the person authorized by the organization to negotiate on behalf of this Offer:
   Name ____________________________________________________________
   Title ____________________________________________________________
   E-Mail Address ____________________________________________________
   Telephone Number ________________________________________________

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:
   Name ____________________________________________________________
   Title ____________________________________________________________
   E-Mail Address ____________________________________________________
   Telephone Number ________________________________________________

5. Use of Sub-Contractors (Select one)
   ____ No sub-contractors will be used in the performance of any resultant contract OR
   ____ The following sub-contractors will be used in the performance of any resultant contract:
   ____________________________________________________________________
   (Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.
____________________________________________________________________________
   (Attach extra sheets, as needed)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
   ___ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
   ___ I acknowledge receipt of any and all amendments to this RFP.
____________________________________________________________________________

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

__________________________________________________________, 2016
APPENDIX E

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

NCRTD, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror’s experience relevant to the scope of work in an effort to establish Offeror’s responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to:

North Central Regional Transit District
c/o Purchasing Agent
1327 N. Riverside Drive
Española, NM 87532

by February 29, 2016 for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.
**RFP # 2016-001**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:**

(Name of Offeror)

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

Name: Troy Bingham, Purchasing Agent  
Address: 1327 N. Riverside Drive  
Española, NM 87532

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

no later than February 29, 2016 at 3:00pm, and **must not** be returned to the company requesting the reference.

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

<table>
<thead>
<tr>
<th><strong>Company providing reference:</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact name and title/position</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contact telephone number</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contact e-mail address</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project description;</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project dates (starting and ending);</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| **Technical environment for the project your providing a reference**  
(i.e., Software applications, Internet capabilities, Data communications, Network, Hardware); |  |  |
QUESTIONS:

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

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

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

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

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

Name: ___________________________ Rating: 
Name: ___________________________ Rating: 
Name: ___________________________ Rating: 
Name: ___________________________ Rating: 

COMMENTS:

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

COMMENTS:

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

9. With which aspect(s) of this vendor’s services are you least satisfied?
COMMENTS:
10. Would you recommend this vendor's services to your organization again?

COMMENTS:
NORTH CENTRAL REGIONAL TRANSIT DISTRICT

TECHNICAL PROPOSAL
COPY

On-Call Engineering Services

WILSON & COMPANY

discipline | intensity | collaboration | shared ownership | solutions
APPENDIX D
Letter of Transmittal Form

RFP#: 2016-001
Offeror Name: Wilson & Company  FED ID# 48-1176300
Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:
   Wilson & Company Engineers and Architects
   4900 Lang Ave., NE
   Albuquerque, New Mexico 87109

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:
   Name  Scott Perkins, PE
   Title  Vice President
   E-Mail Address  scott.perkins@wilsonco.com
   Telephone Number  505-348-4000

3. For the person authorized by the organization to negotiate on behalf of this Offer:
   Name  Scott Perkins, PE
   Title  Vice President
   E-Mail Address  scott.perkins@wilsonco.com
   Telephone Number  505-348-4000

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:
   Name  Scott Perkins, PE
   Title  Vice President
   E-Mail Address  scott.perkins@wilsonco.com
   Telephone Number  505-348-4000

5. Use of Sub-Contractors (Select one)
   No sub-contractors will be used in the performance of any resultant contract OR
   ✔ The following sub-contractors will be used in the performance of any resultant contract:
      Marron & Associates (Environmental), AMEC (Geotechnical), Cobb Fendley (SUE)

   (Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.
   N/A

   (Attach extra sheets, as needed)

7. ✔ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
   ✔ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
   ✔ I acknowledge receipt of any and all amendments to this RFP.

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

February 29, 2016
February 29, 2016

North Central Regional Transit District
Mr. Troy Bingham, Finance Director
1327 North Riverside Drive
Española, NM 87532

RE: Proposal for On-call Engineering Services – RFP# 2016-001

Dear Mr. Bingham,

Updating the many bus shelters and facilities under the operational authority of North Central Regional Transit District is important because it achieves compliance with the Americans with Disabilities Act, PROWAG, and ultimately improves the quality of life, creating a domino effect of a sense of supportive and responsive community. Wilson & Company will partner with you to carry out and update your current ADA Transition Plan that will shape the future bus stop facility investments in the region as well as other Engineering and Construction Services.

By choosing the Wilson & Company Team, you receive:

Assurance in Meeting Standards: We are proactive in staying up-to-date in federal and state standards. Our Project Manager, Scott Perkins, has worked with the State of New Mexico to develop manuals and standard details that incorporate current ADA-compliant PROWAG design practice.

An Experienced Team. Our Senior Planner, Jim Townsend, recently worked with the Maricopa Association of Governments in Phoenix to complete a study that inventoried and categorized over 7,000 transit stops in the metropolitan area for pedestrian and bicyclist improvements, based on various levels of investment and service. He will work with Scott closely to successfully meet all planning efforts. Our design implementation manager, Conrad Ley, is experienced in construction management and local government plan project development. Our team has been developed to implement all project phases from concept to construction.

An Overall Quality Project. The Wilson & Company Team will perform consistent, disciplined, and documented quality control procedures for each and every product to ensure delivery of excellence. Communication is an absolute must for success. We understand the importance of listening to determine goals and avoid issues. Our response time leaves no room for getting off track from our constantly communicated goals.
Acknowledgement of Addenda, if any.
We acknowledge receiving Amendment #1, 2 and 3 and made necessary changes to our proposal.

We encourage you to contact us for any other information or questions. We look forward to continuing our work with the NCRTD!

WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

Scott Perkins, PE
Project Manager
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FINANCIALS
- Redacted Financials
- Campaign Contribution Disclosure Form
PROPOSAL SUMMARY

Wilson & Company was founded in 1932, and is a multi-disciplinary engineering, planning, architecture, surveying, mapping, and environmental firm employing staff throughout 17 offices in 11 states. Our staff of professionals includes civil, mechanical, electrical and structural engineers; architects; planners; biologists; surveyors; mappers; GIS specialists; program and construction managers; and inspectors. We provide services to a diverse client base including tribal, federal, and municipal governments; public transportation agencies; railroad companies; industrial and commercial corporations; private developers; institutional, primary, and secondary education; health care; and renewable energy companies. Wilson & Company is proactive in staying abreast of state and federal guidelines. We do this by being a part of the latest and greatest in standards, testing new standards through critical thinking and innovative planning and design. Our Project Manager, Scott Perkins, has worked with the New Mexico Department of Transportation (NMDOT) to develop manuals and standard details that incorporate current American with Disabilities Act (ADA)-compliant design practices and presently is working on the ADA Transition Plan for the North Central Regional Transportation District (NCRTD).

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

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

MECHANICAL ENGINEERING

Wilson & Company values the quality of our design work and strives to give our clients safe, healthy, and energy efficient buildings. Projects are designed to meet the needs of the users and provide a quality system that is maintainable and built to last. We design energy efficient systems that are simple to understand and operate. Building owners realize how energy savings and proper system maintenance can save large amounts of capital resources. Wilson & Company prides itself on providing this type of service to its clients. With our design experience, LEED concept planning, Certified Commissioning Process Providers, and knowledge of building energy modeling software, we provide the tools and guidance to building owners so they can make good decisions with their facilities.

ELECTRICAL ENGINEERING

Our electrical design staff has a pragmatic approach from decades of experience, along with a leading understanding of new technologies. Our approach is to provide electrical systems and components that match the user’s needs, and provides a robust, maintainable project. We also strive to make our designs flexible and adaptable as technology changes. The staff’s project experience includes high voltage design, automation projects using programmable logic controllers, critical power systems with generators and uninterruptable power supply, secure facilities, water and wastewater treatment, cathodic protection design, and aircraft maintenance including 400 HZ systems. Interesting special designs have included jet engine test cells, diesel, gasoline, natural gas and hydrogen fueling facilities, data centers, historic building renovations and energy-saving retrofit projects.

STRUCTURAL ENGINEERING

Understanding our client’s needs as well as the physical properties of building materials and the forces that act upon them are both the hallmark of our structural engineers. They understand that customer service, budgets, and deadlines are just as important as the technical aspects of beams, columns, and foundations. Our structural team is uniquely qualified to understand the special requirements of an on-call contract in terms of coordination, timely response, budgetary constraints, community involvement, and technical requirements. Our team’s structural professionals have learned what works best both in the preparation of the design and over the life of the structure, and our structural engineers believe that attention to detail and coordination with all project team members pays off in long-lasting and trouble-free facilities.

RESPONSE TO CONTRACT TERMS AND CONDITIONS

Wilson & Company agrees with the contract terms and conditions, and does not have any additional terms and conditions.
ORGANIZATIONAL EXPERIENCE

Wilson & Company offers a full range of experience to the NCRTD. We have been very involved with assisting the New Mexico Department of Transportation (NMDOT) in developing their past and current standards for all highway construction projects, and have firsthand knowledge of the practical aspects of completing our designed construction projects. We provide the full range of services to complete a project from its first study all the way to final construction and completion.

We will develop a detailed scope of work for each task with key members of the project development team. Milestones will be developed to verify our schedule and so that the team will know where we are in the process at any given time. A fee will be developed based on scope and schedule for each task. The fee, scope and schedule will be submitted to NCRTD for approval. Upon approval Wilson & Company will begin the task assigned.

Quality Assurance & Quality Control

Wilson & Company has become recognized for the high-quality plans we provide. Our team will develop a QA/QC process from initial project discussion through project closeout.

We will work with the NCRTD to develop a quality program and procurement methodology that adhere to their standards and procedures. Critical to our approach is communication; we will work with the NCRTD to set up the proper communication protocols. We recognize that communication is required on every project, and the key is to communicate relevant items to keep the project moving forward and on-track. Our direct experience with On-Call Services and our continued use of well-established team members allows us to create optimal prioritization and design solutions.

We will achieve our quality goals for an assigned project by following QA/QC principles that will be established, implemented, and maintained by staff. Following these procedures will ensure that:

- Work performed during design phase is performed by qualified personnel.
- Proper design input is used throughout the conceptual design process.
- Necessary information is documented, checked, transmitted, regularly reviewed, and prepared for completeness and adequacy, and through identification of organization and technical interfaces.
- Conceptual through final design output is checked and reviewed by the responsible engineer and QA/QC Manager.

Specialized Problem Solving Required

Our team understands key processes and timing, and has the technical ability to respond in an efficient manner to all requests for service. Our team has a proven track record of responding in real time to tasks as evidenced by our history of work serving New Mexico. The Wilson & Company Team understands the needs and process to develop solutions, then quickly executes the necessary effort to implement that solution. We also have a unique understanding of not only the design and standards aspects, but the construction implementations and costs so that the full impacts can be addressed. This minimizes costs and time for the NCRTD and is unique to the Wilson & Company Team. Our past work ethic and specialized abilities allow us to provide a total task implementation process.

Cost Control

We believe that cost control must be a prime project objective from its beginning through completion. The most important factors in achieving this are time management and clear communication about the NCRTD's expectations. As delay is the most frequent case for cost overruns, we will carefully manage schedules and costs. We will listen carefully to the NCRTD's needs and concerns, and create scoping documents that provide the framework for a sound, thorough, and comprehensive project.

We possess all the qualifications needed to provide the NCRTD with any assigned project while also adhering to state and local processes. We are a local firm with national experience in regulations and procedures. We have decades of experience providing planning and engineering services to agencies in order to bring facilities up to standard.

Cost Control

- Review Scope, Schedule, & Budget with NCRTD
- Conduct in-house plan reviews and plan checks at all times, but especially upon completion of preliminary plans, final plans, and contract documents.
- Prepare Scoping Report
- Meet with Staff Weekly
- Meet with NCRTD Project Manager
- Conduct In-House Project Reviews

On-Call Engineering
Wilson & Company has the experience necessary to meet the needs of this On-Call project, including any that may be unexpected. From our 17 offices located in the mid and southwest regions of the United States, we deliver services to a variety of clients in private and government sectors including public transportation agencies, municipal/public works agencies, railroads, private commercial and residential developers, major Fortune 500 corporations, and institutional clients. Our outstanding reputation and dedication to client satisfaction is evidenced by the extensive list of repeat clientele we maintain. We assure the NCRTD you will receive quality professional engineering and planning services from Wilson & Company within the established schedules.

We've completed multiple On-Call and transition planning projects for various clients and maintain an understanding of the process and the need to adhere to state and federal guidelines. We have the expertise and experience to accommodate any challenging task that may be requested of us. We understand this doesn't mean much if we don't respond to the NCRTD's requests promptly and with the assurance that we will take the responsibility to provide a successful project.

Wilson & Company can meet the needs of this On-Call contract, below we highlight some of our past and current projects similar in scope.
At Wilson & Company, it's all about Higher Relationships. Through discipline, intensity and collaboration, we foster an environment of shared ownership, tailoring the right solutions unique to our client's specific goals and needs. Discipline is about focusing on the details without exceptions. Intensity is about letting our passion drive our success and exceeding expectations. Collaboration produces the best results; we value our vast network of professional experts and the expertise of our clients and project stakeholders. We strive for shared ownership, taking on our partners' mission, vision, goals, and objectives as our own. We identify the right solutions, whether innovative or practical, daring or resourceful, all while valuing the needs of stakeholders and the potential implications to the broader community.
Principal & Project Manager | Scott Perkins, NMPE #10272

Years of Experience: 31
Education: M.S., Civil Engineering, University of New Mexico, 1994; B.S., Geological Engineering, New Mexico Institute of Mining and Technology, 1983
Professional Organizations: Institute of Transportation Engineers; New Mexico Society of Professional Engineers

Scott is a Vice President in Wilson & Company's Albuquerque office. He is experienced in various aspects of civil and highway design for numerous public and private clients. His work includes design and verification of quantities, horizontal and vertical control, pavement, and hydrology and hydraulics. Overall, Scott is a dynamic engineer and leader, applying innovative solutions to complex projects. He strives to produce a win-win solution in all endeavors. He is and was involved in many complicated and highly controversial projects, and was able to achieve success because of his understanding of the project stakeholders, issues at hand, and his communication skills. Some of the projects for which Scott was the Project Manager are the NMDOT 2014 Construction Manual, NMDOT 2014 ADA Standards, NM 528 Design-Build Project, Coors Road (St. Joseph's Road to Paseo del Norte Boulevard), US 84 Fairview Lane to US 285 (Project Principal), US 70 Corridor Roswell to Portales, and US 550 Corridor (Cuba North for 50 miles).

QA/QC | Derek Meier, NMPE #14504

Years of Experience: 19
Education: M.S., Civil Engineering, University of New Mexico, 2002; B.S., Civil Engineering, Southern Illinois University at Edwardsville, 1994
Professional Organizations: Institute of Transportation Engineers; New Mexico Society of Professional Engineers

Derek is Wilson & Company's New Mexico Transportation Group Leader. He has been an active member in the engineering community and has prepared numerous designs for the NMDOT, various New Mexico pueblos and tribal entities, COA, and various municipalities. His projects have varied from rural two-lane highway widening to full interstate reconstruction. Derek's experience includes roadway widening/realignment, grading and drainage design, erosion control methods, utility design and coordination, corridor studies, traffic engineering, plan preparation, and cost estimating. He also has extensive experience in providing construction related services. Derek conducted the NMDOT Local Technical Assistance Program (LTAP) training in 2014.

AIA Transition Plan, Audit Update | Jim Townsend, AICP #13295

Years of Experience: 21
Education: B.S., Urban and Regional Planning, California State Polytechnic University, 1993
Professional Organizations: American Institute of Certified Planners; American Planning Association, AZ, OK, MO, KS and AR Chapters

Jim leads our Transportation Planning and Traffic Engineering practice, offering experience from both private and public sectors. Jim's broad-based, multi-modal background and exposure provides national knowledge to his clients. He builds on his planning and operations background by providing community direction and proven cost-effective sustainable solutions. He integrates multi-modal elements into communities contemplating initiating or expanding multi-modal services. Jim's excellent communication skills with audiences, from the technical engineer, to the elected official, to the lay person at a public meeting, provides clients with a collaborative process for consensus-building with any project. Jim leads or directs. Jim has formulated regional plans in cooperation with state, regional, local and MPO organizations, he has developed technical studies for plan and program implementation; and he has facilitated elected official and citizen outreach efforts for committees, studies, and plans. Safety Plan, and the Planning Manager for the Missouri Department of Transportation's Major Projects Prioritization Project.

Civil Design, Construction Mgt. | Conrad Ley, NMPE #21229

Years of Experience: 8
Education: B.S., New Mexico State University, 2008
Professional Organizations/ Training: NMDOT LPFA Training 2015, Institute of Transportation Engineers

Conrad has been part of the Wilson & Company Transportation Division since August 2008. During his time with Wilson & Company, Conrad has worked on various tasks including: construction inspection, utility coordination, roadway and drainage design, traffic control design, signing and striping, NPDES plans, and cost estimates. Conrad has been a valuable asset on the US 64 Farmington to Bloomfield projects, White Rock NM 4 study, design and construction project, as well as several other Los Alamos County and NMDOT projects. Conrad is currently in charge of the NMDOT NM 173 project and Los Alamos County Construction Inspection Services contract which included the Diamond Drive corridor, the Eastern Area Phase I and II and Central Avenue improvements.
**Marron and Associates, Inc.,** is a small, woman-owned environmental science and planning consulting firm that provides a full range of environmental services including resource management and regulatory compliance. They specialize in the National Environmental Policy Act (NEPA) compliance process and documentation, biological and wetland studies and reporting, cultural resource management, and development of public involvement strategies. Their work has been conducted for federal, state, and local governments, tribal entities, and private sector clients. They have been providing environmental services throughout New Mexico for over two decades and have a proven track record. Marron is very familiar with the NMDOT, RUS, USEPA, NMED, NMFA, BIA, and CDBG document guidelines and requirements and have prepared numerous environmental assessments, biological reports, and cultural resource reports.

**Environmental | Eric Johnson, AICP**

Eric has 25 years of experience in the environmental field with extensive emphasis on projects that adhere to NEPA and good working relationships with the NMDOT Environmental Development Section and FHWA. He has prepared categorical exclusions, environmental assessments, and impact statements for infrastructure and transportation projects. He is experienced in collecting data and evaluating environmental impacts on communities, land use, environmental justice, demographics, employment trends, income levels, economic indicators, and cumulative impacts.

**CobbFendley** has provided Subsurface Utility Engineering (SUE) services to NMDOT since 2007 and was one of the first firms selected by TxDOT to perform SUE. Since 1997, CobbFendley has provided SUE services for leading private and public sector clients including Departments of Transportation (DOTs), toll road authorities, utility companies and various municipalities. The firm has provided SUE services on more than 600 projects, working with clients and design consultant teams to assess and implement SUE strategies that eliminate utility conflicts and reduce costly construction delays. To accommodate project and schedule requirements, CobbFendley has ten Professional Engineers with experience in SUE and utility coordination and three SUE crews with more than 100 years combined experience locating underground utilities.

**Sue | Sean Wolfe, PG**

Sean has more than 11 years experience in the subsurface utility engineering (SUE) and surveying fields. As a Professional Geologist, he is uniquely suited and experienced with the geophysical equipment and techniques used in the SUE profession. He has completed projects for Departments of Transportation, universities, municipalities, counties and private utilities. For a variety of SUE projects, Mr. Wolfe has acted as Project Manager and Field Supervisor, actively participating and supervising multiple Level A and B field crews. His experience includes all levels of Subsurface Utility Engineering activities.

**Amec Foster Wheeler,** in Albuquerque, AMEC maintains a 12,000 square foot laboratory, a 10,000 square foot engineering office, and employs 122 personnel including 8 professional engineers, 5 engineering interns, 5 geologists, and 5 professional specialists. Their transportation services cover three broad areas – geotechnical, materials and environmental – and include but are not limited to geotechnical investigations, aggregate source exploration, erosion control design, foundation and retaining systems/structure design, environmental impact studies, permit acquisition, slope stability studies, deep foundation load testing, as well as laboratory testing, quality control and quality acceptance testing and inspection, and hazardous materials and waste management.

**Jesse A. Reinikainen, PE**

Jesse is a registered professional civil engineer specialized in project development, geotechnical and foundation design. He has over twenty years of career episodes in Mining, Transportation, and Natural Resources for government and private clientele. Jesse Reinikainen began his professional career working as an Exploration Geologist (1996-2000). As a field and office based Geologist, he worked on a wide range of projects from grass-roots exploration to advanced stages.
Detailed Statement of Qualifications to Perform the Work

Wilson & Company (WCI) has reviewed the elements of the NCRTD On-Call Engineering scope of work contained in the RFP. We are very confident that our team can respond to each task with a unique understanding of the overall scope and intent of the work, and provide all the required resources and staff to see each task thru to a successful outcome.

A) Physical inventory of all NCRTD Transit Stops Infrastructures
B) Assessment of ADA Accessibility at all transit stop locations
C) Assessment of ADA Accessibility on adjacent routes to the stop
D) Identification of improvements to bring the stops into compliance
E) Development of Plans, Specifications, and Estimates (PS&E) for stops to be in compliance

Using the documented information we will develop a compliant ADA Transition Plan which recommended a five year priority plan for sites to implement ADA compliance with a high ridership that could potentially serve a disabled rider. The Plan was also based on the availability of funding that the NCRTD could obtain to make the improvements identified. The final report also developed procedures and processes for NCRTD to follow in implementing and monitoring compliance.

Having visited each transit stop while photographing, and collecting physical feature, we gained a very unique understanding and perspective for this On-Call Engineering contract that will allow our team to hit the ground running. We already have extensive NCRTD transit system experience and know its operational requirements. We will be able to quickly update the existing transition plan with the new 20 stops in Taos, NM and any other physical infrastructure that the District may choose to have addressed.

After we completed the ADA Transition Plan we developed construction plans and details to develop ADA Compliant Stops along Riverside Drive in Española, NM. These stops were chosen as it is a high traffic corridor serving numerous commercial stops and activities. We have developed and gained approval for the first phase of improvements. Included with this work was the completion and approval of an NMDOT Environmental Section Categorical Exclusion (CE). The development of the plans required review and approval by NMDOT and FHWA. As the final step in the project working with NCRTD we bid the construction plans and now have a contractor ready to start work in April.

This On-Call contract lists the first activity as the Construction Management / Oversight of the Contractor for the first phase of plans that WCI developed. WCI has the technical understanding of the plans and the field staff to provide oversight to ensure that the construction is per the plans and in compliance with NMDOT Standards and Specifications. Testing of the material will be required and can be overseen by WCI and AMEC FW for the concrete placed. WCI will also follow and assist with the required NMDOT requirements such as LCP Tracker and B26 now. We understand the numerous forms and approvals required for the NMDOT to accept a compliant ADA facility. We also have field survey crews who are experienced in verifying slope and widths for compliance if needed.

The ADA Transition Plan will be updated based on a 2-Phase approach. The first phase will include the building-related items associated with the main transit facility 2007 ADA Compliant Construction Plans to update any items not meeting current ADA compliance. The second phase will include completing the inventory and analysis for the NM 68 ADA Transition Plan bus stops and any new bus stops in the Town of Taos.

There are 20 bus stops with shelters within the Town of Taos that will be inventoried and evaluated using the same forms and inventory methods used for the first NCRTD ADA Transition Plan project. The additional 20 stops with shelters will be evaluated for "next steps" including identifying if the stop will be updated to comply with ADA standards, if the stop will be moved to a location that can accommodate ADA requirements, or the stop will be removed. These 20 stops will also be integrated into the NCRTD ADA Transition Plan.

WCI will also be able to immediately begin plan development for the next set of Transit Stops from the global list. We have developed a prototype ADA Transit Stop that addresses accessibility but also minimizes infrastructure and costs. We have worked thru the
shelter installation options to minimize the construction costs. We also have worked through the permitting and approval process for completing the plans to the bidding stage. Interaction with NMDOT, FHWA and local agencies has been a learning experience that our team has already conquered.

We will utilize what we have developed to date to assist in the next set of construction plans. Working with NCRTD operational staff is key to address the ADA requirements, without overbuilding. Our team is best suited for this effort from the work we have done. This will carry into the construction of the new sites as we are familiar with the issues and the process of oversight and paperwork associated with the construction.

Wilson & Company is ready to assist NCRTD with any services required within the contract time-line. We offer a full service of engineering, architectural, survey — mapping, and construction management on a variety of issues.

**Project Difficulties and how Wilson & Company Handled these Issues**

A firm’s past performance can be measured by two primary indicators, repeat clients (exceeding 75 percent in our case) and recognition. Cost control, quality of work, adherence to performance schedules, and an unwavering dedication to project success are factors in achieving a client’s repeat business and recognition. The following are examples of client feedback from past Wilson & Company projects which represent the quality of the work we strive to achieve in all of our projects. Specific instances of Wilson & Company’s attention to our clients and our commitment to delivering a quality product are represented in the following examples of problem difficulties and problem solving.

During the construction of the Fathe Sky Channel here in Albuquerque, Wilson & Company was called to answer design survey questions. Wilson & Company responded to the City of Albuquerque’s Field Engineer the same working day. This action prevented any construction delays and saved the client additional funds by keeping the construction process flowing.

Other public outreach successes included the relocation of the burrowing owl pair that was living within the project limits and three clusters of basalt rock with petroglyphs. A concerned neighbor contacted the City of Albuquerque about the burrowing owl pair and they were safely relocated to a cluster of basalt rock just north of the project. The clusters of petroglyphs were located within the cut area for the roadway. With careful consideration, the boulders with the petroglyphs were delicately relocated to a location offsite so that they could continue to be appreciated.

**Current On-Call Contracts**

Wilson and Co., currently has 17 separate On-Call contracts. The percentage of revenue from these in 2015, was approximately 15% of our total net revenue.
Lead & Coal Avenues Improvements Project
Albuquerque, New Mexico

Wilson & Company provided the study and engineering (preliminary and final design) services for the one-way pair of principal arterial roadways. The existing infrastructure was over 75 years old and in need of revitalization. The study phase began with an assessment of the function and characteristics of the Lead and Coal Avenues between San Mateo and Broadway, and completed the New Vision for Lead & Coal Avenues Study in March 2007. Our work included a Public Information Meeting to gather public input, and continued with the formation of the Lead & Coal Avenues Task Force. The Task Force consisted of representatives from the area neighborhood associations including Nob Hill, Silver Hill, Sycamore, University Heights, Huning/Highland, and the Federation of University Neighborhoods. Wilson & Company was responsible for guiding the Task Force through a Context Sensitive Design project approach. This began with the development of their primary concerns and issues for the corridor, continued with the formulation of potential solutions and evaluation of those solutions, and concluded by coming to a consensus on a final alternative for implementation. This process was successfully completed with a presentation of the recommendation of the Task Force and Wilson & Company to Mayor Martin Chavez. The environmental and engineering final design phase began in May 2009 and was fast-tracked to take advantage of federal funding. A Categorical Exclusion was completed and approved by the NMDOT and FHWA that included extensive coordination with the State Historic Preservation Office and COA Landmarks and Urban Conservation Commission (LUCC). There were over 400 historic (older than 45 years) buildings along the corridor. The project went through the Huning Highland Historic Overlay Zone and was granted authorization by the LUCC. Hazardous materials investigations were also required for approval and included an Initial Site Assessment and subsequent Preliminary Site Investigation.

Before June 2012, Leas and Coal Avenues in Albuquerque were high traffic, one-way arterials averaging six miles of some of the city’s historic neighborhoods. The existing three-lane streets encouraged speeding and weaving, making them unpredictable and unfriendly to the many people walking along and across. Lead and Coal corridors were transformed to two-lane routes and became accessible to people with disabilities with the installation of more than 500 curb ramps. In addition, designated transit stops with shaded structures were installed; bike lanes were added throughout the length of the project; signals and lighting were updated and the existing three-foot sidewalks were widened to a minimum of six feet.
Designing Transit Accessible Communities
Maricopa County, Arizona

Wilson & Company was selected by the Maricopa Association of Governments (MAG) to conduct this study aimed at furnishing member agencies with additional tools and guidelines to promote better accessibility for pedestrians and bicyclists. The effort included:

- Inventory and categorization of more than 7,000 transit stops in the MAG region using a cluster analysis
- Development of a prototype for each category of transit stop
- Study of area transit stops, including transit rider surveys, to document challenges for pedestrians and bicyclists
- Development of a toolkit for area agencies to better plan for and improve transit stops
- Development of a funding framework including funding options, improvement costs, and prioritization

Wilson & Company worked extensively with the MAG region stakeholders including conducting two highly-attended workshops that provided hands-on training for all of the participants to better understand how transit accessibility can be implemented in their communities. In addition to the workshops, Wilson & Company developed a checklist for the stakeholders to use to better facilitate the necessary discussions between agency departments, the proposing developer, and service providers to ensure the discussions regarding bicycle and pedestrian access to transit are occurring.

The project established a set of documents as a resource to MAG member agencies to better plan, fund, and implement improved pedestrian and bike access to transit. MAG has created a funding program using Transportation Alternatives funds to implement this.

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**Elliot/Lakeview Potential Transit Accessibility Improvements**

- **Existing Transit**
  - The existing street network and sidewalk facilities serve as a pre-existing pedestrian network.
- **Bicycle Access**
  - Installing bike lanes on Elliot - provides additional means of transportation and enhances connectivity to bus transit stops.
- **Bus Shelters**
  - Bus shelters are provided with seating and shade at key points.
- **Streetlights and Sidewalks**
  - Improves safety and comfort for pedestrians with mobility or visual impairments and enhances bus stops.
- **Connectivity Adjacent Land Use**
  - Ensures pedestrian pathways that connect adjacent development to the transit alignment.
- **Active Transit Lane**
  - Paved and well-maintained transit lanes provide safe and efficient transit service.
- **Curb Cuts**
  - Includes curb cuts to accommodate transportation needs.
- **Lighting**
  - Improves visibility and safety at intersections for cyclists.
- **Landscaping**
  - Provides shade and enhances aesthetic appeal.
- **Bicycle Shelters**
  - Provides additional shelter for transit stops and bicycle parking.

**Project Dates:** 2011 - 2012
**Total Project Cost:** $200,000
**CONTACT:** Alice Chen | azmag.gov
**602-452-5066**
**Wilson & Companys Key Staff:** Jim Townsend

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On-Call Engineering
Project Dates: 2014-Ongoing
Wilson & Company Fee: $22,174.33
CONTACT: Michael Smelker, PE
575-202-3339
Michael.smelker@state.nm.us
Wilson & Company Key Staff: Derek Meier

**NMDOT Traffic On-Call**
**ADA Standard Drawings Project**

As part of a Traffic On-Call contract, Wilson & Company is in the process of updating the NMDOT's ADA standard drawings to incorporate PROWAG guidelines. The NMDOT will now follow the federal ADA guidelines for all newly constructed pedestrian facilities. In order to do so, many NMDOT standard drawings were in need of revision. Wilson & Company is in the process of performing the necessary AutoCAD work to update the standard drawings.

**TLPA Program**

Wilson & Company was hired by the NMDOT Local Technical Assistance Program (LTAP) to help prepare and present several training sessions for NM Tribal/Local Public Agencies (TLPA). Derek Meier coordinated with the NMDOT LPA Coordinator, FHWA representative and the NCNMEED to develop and conduct a two-day training session. Derek's 19 years of experience includes many projects both with the NMDOT and tribal communities in and around New Mexico. He has worked on projects of varying size and complexity with these tribes and local communities that required a solid understanding of NMDOT procedures and transportation regulations. As a Senior Project Manager and leader of Wilson & Company's transportation-related projects in New Mexico, his knowledge of these policies and procedures, in combination with his communication and training skills, makes him an asset to the local and tribal communities as he helps navigate them through the federal and state transportation regulations. He recently received a FHWA Award of Excellence for his successful LTAP training courses. The training focused on the following topics:

- Responsibilities of the TLPA and the NMDOT
- Creating a project schedule
- Explaining the right of way process
- Providing checklists and listing certifications required for NMDOT approval
- Reviewing the NMDOT plans, specifications, and standard drawings
- ADA guidelines
- Project management during construction
- Letting/awarding the project
- Project management — requirements for funding reimbursement
- Project management — roles of the Project Manager, Inspector, and Office Personnel
- Change orders — what types there are and how they should be documented
- Review of the new tracking software

The "Cradle to Grave" training was accompanied with a reference CD that contained all the necessary reference material that was discussed in the training. This training has also been a key component for the FHWA and NMDOT in one of their Every Day Counts (EDC) initiatives.
North Central Regional Transit District - ADA Transition Plan 2014

Wilson & Company recently completed the ADA Transition Plan for the North Central Regional Transit District (NCRTD) to update the many bus shelters and facilities. NCRTD serves northern New Mexico by providing bus and similar transit. This plan achieves compliance with the Americans with Disabilities Act, PROWAG and will ultimately improve the quality of life for users, creating a domino effect for a sense of supportive and responsive community. The Wilson & Company team helped the NCRTD by taking inventory of the existing conditions of facilities, prioritize resources, invest in the most critical stops first, and develop an implementation program that will shape the future bus stop facility investments in the region.

Project Dates: 2009-2024
Total Project Cost: Varies by task
Wilson & Company Key Staff: Scott Perkins

NMDOT Highway Safety Improvements Project On-Call

Wilson & Company was tasked with several different projects through this HSIP On-Call. These projects' objectives were to provide intersection safety mitigation measures in problem areas identified by the NMDOT and municipalities who applied for HSIP funds. These projects include the following: RSAs, traffic and safety data collection, intersection geometric redesigns, horizontal and vertical alignment revisions, signal optimization, signing and striping plans, lighting plans, modification of intersection traffic control, guardrail inventory, and reassessment of existing guardrail placement throughout District 5. These projects required coordination with BLM, tribal organizations such as Ohkay Owingeh, property owners, and NMDOT's cultural, biological, and hazardous materials specialists. Wilson & Company is also tasked to obtain utility, right of way, railroad, and environmental certifications for most of the projects. The primary objective of each intersection project is to improve safety for its users and decrease or eliminate crashes and fatalities.
More experience with

On-Call Contracts

Wilson & Company presently/previously provides on-call engineering services to a number of clients throughout New Mexico, including:

- City of Albuquerque
- City of Grants
- City of Rio Rancho
- Town of Bernalillo
- Village of Pecos
- Village of Ruidoso
- Albuquerque Metropolitan Arroyo Flood Control Authority (AMAFCA)
- Bernalillo County Public Works
- Sandoval County
- Albuquerque Public Schools
- Santa Fe Public Schools
- Cibola County
- Village of Milan
- Eastern Sandoval County Flood Control Authority (ESCAFCA)
- Southern Sandoval County Flood Control Authority (SCAFCA)
- New Mexico Department of Transportation (NMDOT)
- Belen Consolidated Schools
- Los Alamos County

Construction Management Services

Wilson & Company is fully aware of the construction management program by which the NMDOT and FHWA Construction Bureau operates. We were awarded a Construction Management Services contract in 2008 from the NMDOT, and our Project Managers and office personnel have worked closely with the NMDOT and our construction inspectors to meet the needs of various projects across the State of New Mexico.

Over the last four years, 16 of our inspectors have been assigned to various projects across the state. Wilson & Company retains a pool of inspectors, many of whom bring valuable experience and knowledge to our projects. All of these individuals meet the minimum requirements for each job classification and have been properly certified by ACNM/TTCP or ACI. Our project team starts an assignment once a request is received from the assigned supervisor, our Contract Manager, Scott Perkins selects the best qualified inspectors to fit the project.

Our team has tremendous experience in running full construction management projects – from contract award to project close out; including measuring quantities in the field, keeping records of the quantities through source books, preparing pay applications, negotiating and preparing change orders, and preparing reimbursement requests. Our staff is highly trained through years of experience in small and large, controversial and non-controversial projects, in coordinating with neighborhoods, individual residents, agencies, and other interested parties.

Communication with our inspectors is vital, and we talk to each inspectors multiple times a week for several reasons. Office personnel work with the inspectors to make sure weekly logs are submitted on time and correctly. Our motto of "do it right the first time" is a quality standard we hold across the board, and our office personnel check in on a regular basis for quality control.
ORGANIZATIONAL REFERENCES

Los Alamos County
Construction Services On-Call: Central Avenue Roadway
June 2014 thru October 2014
Roadway reconstruction, lighting, landscaping, ADA pedestrian friendly facilities, storm drain and a bus pullout.
Wilson & Company Team Member: Conrad Ley
Client Contact: Ernesto Gallegos, 505-662-8119
er.gallegos@lacnm.us

New Mexico Department of Transportation
TLPA Project: Canyon Rim Trail Phase 2
October 2014 thru September 2015
Design of a 10 foot wide pedestrian path along DP Canyon in Los Alamos, NM that connects to the previous segment of the Canyon Rim Trail. This project had a 180 foot pedestrian bridge, 15 foot retaining walls and culverts.
Wilson & Company Team Member: Conrad Ley
Client Contact: Lawrence Lopez, 505-827-3249
lawrence.lopez@state.nm.us

New Mexico Department of Transportation
NMDOT Traffic On-Call: ADA Standards and Training
Wilson & Company Team Member: Scott Perkins, PE
Client Contact: Michael Smelker, NMDOT Project Development Engineer South Region Design, 575-202-3339
Michaelj.smelker@state.nm.us

Navajo Division of Transportation
On-Call: Gravel Pit Study
Wilson & Company Team Member: Scott Perkins, PE
Client Contact: Marlinda Littleman, Project Manager, 505-371-8372
mlittleman@navajodot.org
FINANCIAL STATEMENTS
REDACTED
February 29, 2016

List of Respondents to RFP#2016-001 On-call Engineering Services:

Wilson & Company Engineers and Architects
4900 Lang Ave., NE
Albuquerque, NM 87109

Followed up on reason for no submission, after coming to pre-proposal conference:

Mike Pittman Inc.
4788 N Florida Ave
Alamogordo, New Mexico 88310
Title: Discussion and Approval of Award of Contract Modification to Avail Technologies, Inc. for the Taos Chile Line Buses

Prepared By: Troy Bingham, Finance Director

Background: The NCRTD along with the Incorporated County of Los Alamos entered into a service agreement with Avail Technologies, Inc. on July 1, 2013 for a Vehicle Intelligent Transportation System (ITS) and accompanying technologies after performing a Request for Proposal (RFP) for these services. The contract term was for 3 years with 4 additional one year which guaranteed hardware cost, initial implementation of various system configurations, and ongoing maintenance and licensing fees for the ITS System. NCRTD opted to have the basic features of the system implemented on existing fleet of 33 buses at the time and future bus orders were outfitted with same technology.

On July 1, 2015 the NCRTD acquired 8 additional buses from the Town of Taos Chile Line to run service on one main route and 2 seasonal routes. These routes have not been added to the ITS System of the District at this time and these buses do not have hardware installed.

Unspent Federal Transit Technology Capital Grant funds were identified by staff from the initial project implementation. Grant extensions and match rates were renegotiated with NMDOT to specifically cover the cost outfitting the Taos Chile Line buses and explorer untapped technology by the District at the same time.

Avail Technologies, Inc. has created a project scope and quote for outfitting the additional fleet of the Taos Chile Line Buses for $202,747 + GRT for the initial project and $54,269 + GRT in FY2017 for additional warranty, maintenance, licenses, and cellular cost. FY2018 ongoing warranty, maintenance, and cellular cost should be an additional $14,269 + GRT with a 5% increase each year until 2021.

The District purchasing policy Article 2 Section 8. (b) Contracts § 1 thru 4 require contracts modifications greater than $100,000 to be approved by the Board prior to execution.
**Budget Summary:** The remaining Transit Technology Capital Grant funds is $191,539.86 and the NCRTD Capital budget identified $21,000 for MDTs for Taos Buses for hardware for a total project budget of $212,539.86.

The future year additional warranty, maintenance, licenses, and cellular cost will need to be budgeted in future year budgets along with the current maintenance and warranty cost of currently $31,145.41 for FY2016.

**Recommended Action:** Authorize the Executive Director to execute the quote with Avail Technologies for the In-Vehicle Logic Unit and Data Router (VAN), Automatic Vehicle Location System (AVL), Automatic Voice Announcements (AVA), Automatic Passenger Counters’ (APC) as well as the Mobile Data Computers (MDC’s) and affiliated project costs.

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

**Fiscal Impact:** To not authorize the quote could potentially jeopardize the Transit Technology Capital Grant that must be expended by September 30, 2016 and Taos would still not be added to the ITS system that the District currently uses.

**Attachments:**
Avail Quote for VAN, MDT’s, AVL, AVA and APC’s.
March 2, 2016

Mr. Anthony Mortillaro  
1327 Riverside Drive  
Española, NM 87532

Re: Quote for Automatic Vehicle Location System, Automatic Voice Announcements/APC’s

Dear Anthony:

Avail Technologies is pleased to provide NCRTD with this quote for the addition of an Automatic Vehicle Location System with Automatic Voice Announcements, Automatic Passenger Counters and Single Point of Log on at the Chile/NCRTD location. This quote includes the technologies necessary to deliver a turnkey AVL system. These enhancements will provide valuable features and functionality to further improve service for your riders and the community.

Avail is pleased to continue our partnership with NCRTD by bringing progressive and innovative solutions to market together and we look forward to taking the next step in your technology planning.

If you have any questions, please contact me at (814) 234-3394 extension 1062 or via email mmk@availtec.com.

Sincerely,

Mark Kruger  
Business Development Manager
1 MOBILE DATA COMPUTER

Avail is proposing our myAvail Mobile Data Computer as the single driver interface in the 8 vehicles operating the Chile/NCRTD bus service. Installing the MDT in the Chile/NCRTD fleet will allow the staff to closely monitor schedule adherence, vehicle location and more.

Our MDC was designed to be set-it-and-forget it simple and easy-to-use so Operators can focus on driving the bus and attending to passenger comfort and safety. Once the driver logs in the MDC takes over:

✓ Does a pre-trip check of any connected systems (e.g. ASA) to ensure proper communication
✓ Automatically loads the appropriate run/block information based on the driver login

Our MDT includes:

✓ High quality, ruggedized transit-specific design environmentally tested to SAE and MIL specs
✓ Bright easy to read 7” color touchscreen LCD display with 6-function key buttons
✓ Built-in GPS with cellular for accurate vehicle location based on time, distance and event
✓ Built-in Cellular world data modem certified on AT&T, Verizon, and Sprint data networks
✓ Configurable to blank the screen when the vehicle is moving for driver safety
✓ Text messaging interface to receive text messages from dispatch and to send canned messages

Benefits:

✓ Single-point of log on
✓ Improved schedule adherence

✓ Automatically tracks the vehicles progress via built-in GPS and monitors route and schedule adherence
✓ Provides the driver with easy-to-read prompts to notify them of important information and keep them on track
✓ Schedule adherence monitoring and driver prompts to keep driver informed and on schedule
✓ Route adherence monitoring
✓ Speed monitoring
✓ Mileage tracking, including revenue, deadhead, and vehicle actual
✓ Automatic meta tagging of generated data to include bus, driver, route, run, block, trip, stop, time, latitude & longitude, speed, heading, odometer, and any active alarm states
✓ Optional fare tracking interface to allow drivers to track fares, bikes, wheelchairs, etc.
We are providing the Avail In-Vehicle Logic Unit and Data Router as the backbone for the vehicle area network (VAN). Buses are becoming like rolling data probes, able to generate a wealth of data about the health of the bus, the onboard systems, your service, and your riders. Data seen as vital today was unheard of even just a few years ago, and this trend for more data will continue forward into the future. Collecting, disseminating, storing, and transmitting that data in real-time requires power, speed, and transit intelligence. Our latest generation in-vehicle data router is overflowing with out-of-the-box thinking to meet those needs head on. It is the most powerful, rugged, expandable, and interface-friendly in-vehicle device on the market today with the ability to update software configurations wirelessly. The VLU will be the single routing point of all data for the WLAN and Cellular network for the peripheral elements of the system and a central building block of all ITS additions within the vehicle.

We have also included within the baseline a locking enclosure described to the side to hold all Avail integration components including the IVU, RCU, Power Supply/conditioner, battery backup, etc for vehicles without boxes.

1.1.1 AUTOMATIC VEHICLE ANNOUNCEMENTS - OPTION

With the In-Vehicle Logic Unit and Data Router we provide a completely integrated solution to support Automatic Next Stop Announcements. We are providing our fully ADA-compliant AVA solution to make the automated next stop announcement on the bus. We will integrate with the Speak Easy II PA system on the bus to make audio announcements for the visually impaired. We include an LED sign to display text for the hearing impaired.

Our solution is seamlessly integrated with our MDT and IVU for fully automated operation. Announcements can be set for stop announcements and to support periodic service announcements lets riders know of monthly rates, holiday notes, and special events. These announcements could even be used as a revenue stream for NCRTD through a marketing group. The stop announcement Data base is captured and created with the myAvail TALE software provided within the baseline offering. The software allows for the creation of the trigger boxes and announcement creation whether by voice or text to speech software. Our staff actually holds the patent for the first GPS-triggered next stop announcement system.
1.1.2 Automatic Passenger Counters - Option

We are providing NCRTD our Certified APC solution to automatically count your passengers as they get on and off the bus. Our discrete over-head infrared sensors are unique in that they are virtually maintenance-free as they continuously self-calibrate. Our solution is seamlessly integrated with our MDT and IVU for fully automated operation. Counts are transmitted over the primary data network in real-time to the central system to give dispatchers continuous feedback on bus loads to allow them to proactively anticipate and prevent any over-capacity issues before they happen. In situations where feeder buses may be needed equipping the dispatcher with the ability to see the real time passenger counts enables them to make better decisions during regular operations. This will also prove true when the operator needs to know the passenger count during an emergency situation. In the following section we provide the method used for determining the accuracy of the APC system.

1.1.2.1 APC Software and NTD Reporting Tool

Avail has also developed a feature rich and proven NTD Reporting Tool. Another exciting feature of myAvail reporting is our robust NTD tools for reporting passenger loads. Some key tools we offer include:

- An NTD calendar and to-do list to assist you in managing all of the data that feeds into the NTD reporting process, including miles, hours, APC counts, daily exceptions, etc.;
- An NTD Trip Sample review screen to allow you to manage the APC data to determine and control what data is used for NTD. From this screen, you can determine which samples you want to include in your statistics, you can identify outlying data that you want to exclude, and you can view all samples to keep an eye on the overall quality and consistency of incoming data;
- An NTD Schedule Summary review screen to allow you to manage the scheduled revenue miles and hours, and deadhead miles and hours for specific schedule periods within an NTD reporting period to ensure base data is correct;
- An NTD Adjustments screen to allow you to manage the daily deviations and changes to the planned revenue miles and hours to ensure the reported actual miles and hours data is complete and correct;
In closing, Avail provides the required NTD report and our APC’s meet the required accuracy for NTD certification, and we go beyond that to provide our customers with the information they need and the training necessary to understand and use those tools. The NTD tools we provide will allow you to manage your data on a daily basis and provide the audit trail for the FTA to document how you gathered that data. Our Follow-on Adoption Support (FAST) process ensures you have the training and support necessary to understand how to use these tools to get certified to use APC counts in place of manually collected ride samples in the NTD report you submit to the FTA.
2  DISPATCH SETUP FOR THE CHILE/NCRTD OFFICE

Avail has included the additional dispatch and supervisor licenses necessary for the Chile/NCRTD office. Working with Chile/NCRTD and NCRTD staff, Avail will setup and configure the existing myAvail software with a new fleet group which will allow Chile/NCRTD dispatchers and NCRTD staff to view AVL information, schedule adherence and more from either location.

Together with our MDT in vehicle solution, these two components will form a foundation which will not only meet your needs today but will provide the foundation for expansion as your needs grow in the future. myAvail is an expandable and modular solution that is unlike any other solution on the market today and is so filled with forward thinking ideas it is truly the future today. myAvail was designed from the ground up based on feedback from our customers to be intuitive and easy-to-use while including powerful capabilities.

[Diagram of vehicle status and vehicle location]

Fully customizable and scalable technologies ensure we can tailor the configuration to accommodate your operational needs while promoting efficiency by providing data at a glance. The best part of our myAvail is that it automatically mines the data and presents potential issues directly to you on your computer.
3 SCOPe OF WoRK

Avail has prepared this quote for North Central Regional Transit District based on the following:

1. Avail shall provide hardware necessary for the set-up and configuration of the Chile/NCRTD buses Automatic Vehicle Location, Automatic Next Stop Announcement (AVA), and Automatic Passenger Counters (APC);
2. Avail shall set up and configure trigger boxes for the Chile Line Automatic Vehicle Location, Schedule Adherence, and Automatic Next Stop Announcement system;
3. Avail shall train staff on new reports available from the system, and on the process for configuring stop announcements and trigger boxes for announced stops;
4. Avail shall work with Chile/NCRTD and NCRTD staff to train users on the use of the CAD/AVL and mobile data terminals in the vehicles.
5. Avail shall provide testing of route and stop information at our facility to ensure proper operation prior to installation at the Chile/NCRTD facilities;
6. Avail shall verify Chile Line announcements during installation and rollout. NCRTD will be responsible for the field verification of route stop announcements for the existing NCRTD stops.
7. Avail shall provide installation support and training during roll-out;

In performance of this effort, Avail will have the following labor hours included in Project Management, System Configuration and Testing, and onsite Installation, Testing, and Training.

PM, Configuration & Testing at Avail 270 hrs
Onsite installation, testing, and training 176 hrs
## Deliverables

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Automatic Vehicle Location</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Includes (1 spare unit):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• In-vehicle S/W</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Mobile Data Terminal (AVL)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• IVU (Onboard Computer)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Automatic Next Stop Announcement (AVA)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Automatic Passenger Counters (APC)</td>
<td>9 units</td>
<td>$134,076</td>
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<tr>
<td><strong>Wireless LAN</strong></td>
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<tr>
<td>• WLAN</td>
<td>Lot</td>
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<td><strong>Licenses</strong></td>
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<tr>
<td>Avail:</td>
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</tr>
<tr>
<td>• AVA</td>
<td></td>
<td>$40,000</td>
</tr>
<tr>
<td>• APC</td>
<td>Lot</td>
<td></td>
</tr>
<tr>
<td>3rd Party:</td>
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<tr>
<td>• Bing</td>
<td></td>
<td>$741</td>
</tr>
<tr>
<td><strong>Project Management</strong></td>
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<tr>
<td>Includes:</td>
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<td></td>
</tr>
<tr>
<td>• Project management</td>
<td>Lot</td>
<td>$64,392</td>
</tr>
<tr>
<td>• Configuration, Setup and Testing at Avail</td>
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<td></td>
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<tr>
<td>• Onsite installation support, travel and Training</td>
<td></td>
<td></td>
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<tr>
<td><strong>Cellular Costs</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cellular Costs during project</td>
<td></td>
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<tr>
<td>• Cellular Costs During Setup</td>
<td>Lot</td>
<td>$1,367</td>
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<tr>
<td>Cellular Costs during warranty period</td>
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</tr>
<tr>
<td>• Cellular Costs Years 1 &amp; 2</td>
<td></td>
<td>$2,768</td>
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<tr>
<td><strong>Warranty, Maintenance and Support</strong></td>
<td></td>
<td></td>
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<tr>
<td>Warranty, Maintenance and Support Aligns with NCRTD’s existing Support Agreement and also includes Cellular Data Communication:</td>
<td>Lot</td>
<td>$25,770</td>
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<tr>
<td>• Years 1 &amp; 2</td>
<td></td>
<td></td>
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<tr>
<td><strong>Project Subtotal</strong></td>
<td></td>
<td>$202,747</td>
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<tr>
<td><strong>Avail Licenses, and Yr 1 &amp; 2 Warranty and Cellular Subtotal</strong></td>
<td></td>
<td>$68,537</td>
</tr>
<tr>
<td><strong>Total (excluding gross receipts tax, see Note 1)</strong></td>
<td></td>
<td>$271,284</td>
</tr>
</tbody>
</table>

Note 1: This total does not include the gross receipts tax, which is the responsibility of NCRTD.
II. **WARRANTY**
Hardware warranty shall coincide with your existing Maintenance and Support Agreement.

III. **DELIVERY SCHEDULE**
Please allow 20-24 weeks for delivery and setup, once an order has been placed. Shipping shall be included at time of invoicing.

IV. **PRICE AND PAYMENT TERMS**
The total price of this order is the table in I above. The project milestone payments are split between the “Project Subtotal”, and the Licenses, Warranty, & Cellular costs during the warranty period, and Avail software license fees. The first set of payments are tied to project milestones, and the second set of payments are on fixed dates to coincide with extended warranty payments.

Please email your Purchase Order to ap@availtec.com. Payment due Net 30.

- Project Kickoff Meeting (10% of project subtotal)
- Placement of equipment orders (20% of project subtotal)
- Hardware received onsite at Avail (25% of project subtotal)
- Completion of Installation (25% of project subtotal)
- Final acceptance (20% or project subtotal)
- Avail Software License fees (Nov 1, 2016)
- Year 1 additional Warranty and Cellular fees (Nov 1, 2016)
- Year 2 additional Warranty and Cellular fees (Nov 1, 2017)

Note: Pricing does not include the Gross Receipts tax (GRT). GRT will be added as applicable on invoices, and will be the responsibility of NCRTD.
V. EXTENDED EQUIPMENT PRICING

The following Vehicle Equipment / Hardware unit pricing will be guaranteed for the term shown in the table below, effectively extending a price guarantee from July 1, 2016 through June 30, 2018. The hardware is as referenced in the base contract price sheets for the Core ITS System and the AVA and APC options.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Current price through 6/30/16</th>
<th>Price 7/1/16 through 6/30/17</th>
<th>Price 7/1/17 through 6/30/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITS Core System Hardware (Includes Mobile Data Terminal, GPS Receiver, Antennas, Cables)</td>
<td>$2,414.66</td>
<td>$2,535.39</td>
<td>$2,662.16</td>
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<tr>
<td>AVA Hardware</td>
<td>$759.03</td>
<td>$796.98</td>
<td>$836.83</td>
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<tr>
<td>Internal AVA LED Display</td>
<td>$621.41</td>
<td>$652.48</td>
<td>$685.10</td>
</tr>
<tr>
<td>APC System Hardware</td>
<td>$1,961.35</td>
<td>$2,059.42</td>
<td>$2,162.39</td>
</tr>
<tr>
<td>IVU Hardware (includes hardware necessary for addition of AVA and ACP)</td>
<td>$3,395.60</td>
<td>$3,565.38</td>
<td>$3,743.65</td>
</tr>
</tbody>
</table>

VI. AUTHORIZATION

3/2/16

NCRTD

Date

Jeff Pogue
VP of Operations
Avail Technologies, Inc.

3/2/16

Date
Title: Resolution 2016-10 Authorizing NCRTD Staff to apply for Federal funding through the FFY2016 Inclusive Planning Impact Grant Program (to Improve Transit Options for the Elderly and/or Disabled)

Prepared By: Stacey McGuire, Planning, Projects & Grants Manager; Holly Winscott, Regional Transit Planner

Summary: NCRTD Staff is seeking Board approval to apply for FFY2016 Inclusive Planning Impact grant funding for inclusive transit planning for people with disabilities and older adults.

Background: The purpose of this funding opportunity is to encourage development of an inclusive coordinated transportation system in which people with disabilities and older adults actively participate in both advisory and decision-making capacities. The overarching goal of this grant is the development of inclusionary processes and plans, the secondary expectation is that inclusion will result in identifiable and measurable changes in the transportation system that will respond to the needs and preferences of older adults and people with disabilities. CTAA (Community Transportation Association of America), with financial support from ACL (Administration for Community Living) and in collaboration with other federal and national partners, and is making available grants of up to $86,000 each for up to 8 organizations for a twelve month period. New Mexico Long Term and Aging Services has established an Advisory Committee comprised of elderly and disabled persons, of which we will have volunteers form a focus group to assist in the planning process and addressing regional transit issues and challenges.

The application deadline is March 18, 2016.

Prior to submitting an application for this funding opportunity NCRTD is expected to have done preliminary work in support of inclusive coordinated transportation and to have and coordinated transportation partners. People with disabilities and older adults will be part of the grant application development team as well.

Recommended Action: It is recommended that the Board move to adopt Resolution 2016-10 Authorizing the NCRTD Staff to apply for Federal funding through the FFY2016 Inclusive Planning Impact grant program for inclusive transit planning for senior and disabled services.
Options/Alternatives:
- Board approval to adopt Resolution 2016 Authorizing the NCRTD Staff to apply for Federal funding through the FFY2016 Inclusive Planning Impact grant program for inclusive planning of Senior and Disabled services
- Do not apply for the FFY2016 Inclusive Planning Impact funding, direct Staff to seek alternative funding sources
- Do nothing; do not attempt to procure funds to perform inclusive planning

Fiscal Impact: FFY2016 Inclusive Planning Impact grant funds for rural areas will provide up to 100% of the cost of the project (maximum of $86,000 inclusive of GRT). Funds may be used for items such as: personnel costs; travel; consultants and meeting costs, including the costs of transporting participants to attend meetings or participate in focus groups.

Attachments:
Resolution No. 2016-10
FFY2016 Inclusive Planning Impact Grant Notice of Funding Availability (NOFA)
North Central Regional Transit District (NCRTD)
Resolution 2016-10

A RESOLUTION AUTHORIZING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT TO APPLY FOR FEDERAL FUNDING THROUGH THE FFY2016 INCLUSIVE PLANNING IMPACT GRANT PROGRAM FOR INCLUSIVE PLANNING FOR SENIORS AND THE DISABLED

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;

WHEREAS, the U.S Administration for Community Living in partnership with the FTA, and administered by the Community Transportation Association of America (CTAA), in partnership with Easter Seals, the National Association of Area Agencies on Aging (n4a) and Westat issued a notice for funding availability for the FFY2016 Inclusive Planning Impact grant program on January 6, 2016; and

WHEREAS, applications for consideration under the 2016 Inclusive Planning Impact grant program are due March 18, 2016; and

WHEREAS, upon selection to receive Inclusive Planning Impact FFY2016 funds, the NCRTD is committed to provide non-monetary in-kind service (where able) to support the grant award (maximum award amount of $86,000); and

WHEREAS, NCRTD will utilize a grant-specific focus group connected to the (New Mexico) Long Term and Aging Services Statewide Advisory Committee; and

NOW, THEREFORE, BE IT RESOLVED by the NCRTD Board that the request for NCRTD Board authorization and support of Staff submitting for a FFY2016 Inclusive Planning Impact grant to fund inclusive planning for Seniors and the Disabled.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 4th DAY OF MARCH, 2016.

Daniel Barrone, Chairman

Approved as to form:

Peter Dwyer, NCRTD Legal Counsel
Funding Opportunity: Inclusive Planning Impact Grants

Request for Proposals
Application Due Date: March 18, 2016

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Funding Amount</th>
<th>Qualified Applicants</th>
</tr>
</thead>
</table>
| This funding opportunity is intended to build on the work of three years by supporting inclusive planning grants in up to eight communities. The new grants will be expected to develop strategies that build upon the lessons learned from the seven Round 2 grantees (see Attachment A: Lessons Learned about Improving Inclusive Coordinated Transportation Planning; Case Studies/Lessons Learned, [http://transitplanning4all.org](http://transitplanning4all.org)). | Grants of up to $86,000 each will be awarded to as many as eight communities for a twelve month period. | • Only nonprofit organizations or government agencies may apply.  
• Applicants must have in place by the time the application is submitted an inclusive transportation partnership as defined below (see page 5).  

NOTE: See pages 6-7 for details on Qualified Applicants; and pages 8-10 for guidance to prospective applicants on building an inclusive partnership prior to application submission.  

*The seven Round 2 Grantees are not eligible to apply.*
Strengthening Inclusive Coordinated Transportation Partnerships
To Promote Community Living

Funded by the U.S. Administration for Community Living and Managed in Partnership
with the Federal Transit Administration
Administered by the Community Transportation Association of America (CTAA)
In Partnership with Easter Seals, the National Association of Area
Agencies on Aging (n4a) and Westat

Inclusive Planning Impact Grants
Request for Proposals

Purpose
The purpose of this funding opportunity is to encourage development of an inclusive coordinated transportation system in which people with disabilities and older adults actively participate in both advisory and decision-making capacities. While the intention is first and foremost the development of inclusionary processes and plans, the secondary expectation is that inclusion will result in identifiable and measurable changes in the transportation system that respond to the needs and preferences of older adults and people with disabilities.

CTAA, with financial support from ACL and in collaboration with other federal and national partners, is making available grants of up to $86,000 each for up to 8 organizations for a twelve month period. The new grants are expected to adopt inclusive strategies that build upon learning from the last three years. This learning has been documented in the lessons learned garnered from the seven Round 2 Inclusive Coordinated Transportation (ICT) grants funded under this national project (see Attachment A: Lessons Learned about Improving Inclusive Coordinated Transportation Planning and Case Studies/Lessons Learned posted at www.transitplanning4all.org). The grants also will test the Inclusive Coordinated Transportation Planning Toolkit (currently in development but expected to be available at the start of this grant program). The Toolkit will further document the strategies utilized by the seven Round 2 grantees and provide additional guidance on inclusive planning.

Priority Areas
Funded grants will be required to focus their inclusive work on one of three issues that are closely associated with the need for transportation: access to health care; access to jobs; and integration in the community.
• **Access to health care** means that transportation is available and accessible to older adults and people with disabilities living in the community to enable them to keep medical appointments; to access specialized care if needed, including behavioral health treatment; and to receive routine or recurring health care services such as hemodialysis or cancer treatments. (FTA’s Rides to Wellness grants focus on increasing access to health care: [http://nationalcenterformobilitymanagement.org/rides-to-wellness-home/](http://nationalcenterformobilitymanagement.org/rides-to-wellness-home/))

• **Access to jobs** means that community transportation supports the ability of people of all ages and disabilities to get to job training, job interviews, work locations and volunteer sites.

• **Integration in the community** means that community transportation is available and accessible to people with disabilities and older adults to maintain connections to the community, including keeping medical and other essential appointments, going shopping, participating in educational and cultural events, engaging in social or religious activities, and visiting family and friends.

As stated above, the primary issue to be tested in these grants is whether or to what extent the inclusion of older adults and people with disabilities in planning and implementing community transportation services contributes to better outcomes for the target audiences, including in particular, better access to health care, better access to jobs or better integration in the community. By the end of the grant period, grantees will be required to show how their activities are moving toward the achievement of this ultimate goal.

**Background**

The Administration for Community Living (ACL) has as its mission to maximize health, well-being, and independence for people with disabilities, including people with intellectual and developmental disabilities and people with physical disabilities, and older adults and their families and caregivers, by advancing policies, services, and supports so that people live with dignity, make their own choices, and participate fully in society. The Administration for Community Living, in close coordination with the Federal Transit Administration, has funded the Community Transportation Association of America (CTAA) and partners, Easter Seals, the National Association of Area Agencies on Aging (n4a) and Westat, to conduct a research and demonstration program to identify, fully describe and test strategies for involving older adults and people with disabilities, including people with intellectual and developmental disabilities and/or physical disabilities, in the design and implementation of coordinated transportation systems in ways that successfully make those systems responsive to their needs.

From the beginning, the national project partners have engaged in a number of activities designed to raise awareness and educate the aging, disability and transportation networks about our work to infuse inclusive practices into coordinated transportation
program planning, design, service delivery and oversight. In addition to funding the three rounds of grants, the national partners:

- Conducted an **environmental scan** which identified state, regional and community efforts that have successfully empowered people with disabilities and older adults to be actively involved in the planning, design and implementation of coordinated transportation systems;
- Developed a **national knowledge sharing network** consisting of local and national experts, including professionals and participants, with experience in initiatives and systems that have successfully empowered older adults and people with disabilities in creating and evaluating coordinated transportation systems;
- Designed and implemented an **evaluation and continuous improvement process**, including annual evaluation reports; and
- Developed **case studies** and other materials documenting the work of seven Round 2 grants to implement inclusive coordinated transportation systems in their communities.

An online **Inclusive Coordinated Transportation Tool Kit** and a **Knowledge Sharing Learning Collaborative** will soon be available to guide the work of the new grantees and support widespread education and training on inclusive practices.

The first round of funding awarded under this national project supported seventeen grants. In round two, seven grants were selected from among the original seventeen. Subsequently, the seven grants were awarded a third year of funding. Together, the seven grants have developed inclusive strategies that have made a difference in their communities, both in terms of expanding inclusiveness (through increasing the meaningful engagement of older adults, people with disabilities and key coordinated transportation partners in coordinated transportation planning) and making changes in their transportation systems in response to feedback and recommendations that emerged from inclusive planning. The experiences of the seven Round 2 grantees are detailed in the case studies and evaluation reports posted on the national project website, [www.transitplanning4all.org](http://www.transitplanning4all.org). **Attachment A: Lessons Learned about Improving Inclusive Coordinated Transportation Planning** is based on the lessons learned identified by the grantees. The seven Round 2 grantees are critical players in helping to further inclusive coordinated transportation planning and are part of the **National Knowledge Sharing Network**, which also includes professionals and participants with knowledge and expertise in inclusive coordinated transportation planning.

**Definitions**
The definitions of key terms used in this grant solicitation should guide applicants in developing their applications.

**Coordinated Transportation Partners** include key organizations, government agencies, providers and groups involved in funding, designing, developing, managing,
providing and/or overseeing community transportation programs that are committed to inclusive coordinated transportation planning and willing to be actively engaged in the proposed grant.

**Coordinated Transportation System** brings together a range of transportation modes (e.g., volunteer driver programs, transit), services (e.g., travel training, mobility management) and providers (e.g., public transit, human services transportation providers) for the purpose of improving access to rides for the entire community. A coordinated transportation system is typically a work in progress moving toward a shared but not yet fully realized goal. Coordinated transportation systems may exist in local communities, a region of the state or even statewide. Coordinated transportation systems are likely to vary from place to place in terms of scope, activities, partnering organizations and level of participant involvement.

**Inclusive Coordinated Transportation (ICT) Partnership** (for purposes of this application) includes a group of participants and stakeholders (as defined in this RFP) that have been involved in the preliminary work required to develop an application in response to this solicitation. The ICT Partnership must participate in the development of the response to this RFP; be committed as a group to inclusive coordinated transportation planning; and will be actively engaged in the proposed grant if funded.

- To reduce duplication among transportation services;
- To increase the efficient delivery of such services;
- To expand transportation access for older adults and people with disabilities of all ages, including people with intellectual and developmental disabilities;
- To increase ridership;
- To ensure coordination between human services organizations, government agencies and other organizations serving older adults and people with disabilities and transportation service providers.

**Learning Collaborative** is a participant-centric, team-based system of generating and sharing knowledge, solving problems and addressing issues, and creating supports across a diverse range of individuals and organizations. Learning Collaborative members include the national project team, the seven Round 2 ICT grantees, the new grantee teams and a participant advisory committee comprised of individuals with disabilities and older adults involved in the seven Round 2 grants and the new grants. This vibrant community of knowledge leaders will share information and learning to strengthen inclusive coordinated transportation practices, using multi-modal and universally designed information exchange forums such as webinars and teleconferences.

**Participants** include older adults and people with disabilities, including people with intellectual and developmental disabilities, whether current riders or non-users of transportation services, who must be involved in meaningful ways from the beginning as
grant proposals are developed and in grant implementation. Participants will serve as key advisers and informants, information resources and decision-makers who are empowered to act independently and exert influence on key decisions, activities and the outcomes of the proposed grants.

**Peer Learning Facilitator/Mentor:** Former Inclusive Coordinated Transportation (ICT) grantees and previous members of the Knowledge Sharing Network who share their knowledge, including specialized knowledge on specific topics, and participate with new grantees as part of the ICT Partnership Project Learning Collaborative.

**Project Liaison** is assigned to each grantee and represents one of the three partner organizations in this national project: the Community Transportation Association of America (CTAA), Easter Seals or the National Association of Area Agencies on Aging (n4a). The assigned Liaison is the first point of contact for the grantee; works with the evaluator and the grantee to finalize the grant’s performance measures; checks-in at least monthly with the grantee and ensures that national project partners are informed of grantee progress; assists with reporting; fields information questions and technical assistance requests to ensure the grantee receives the best response and assistance on substantive issues that arise; and coordinates with any Round 2 grantee mentor assigned to the grantee.

**Stakeholders** include any person or organization with an interest or involvement in inclusive coordinated transportation planning, program development or oversight. Stakeholders include participants and coordinated transportation partners (as defined), as well as older adults and people with disabilities who may benefit from the work of inclusive coordinated transportation planning but who are not engaged in the process or are minimally involved, such as attendees at public forums, responders to surveys or participants in focus group discussions.

**Qualified Applicants**
Applicants for this funding opportunity must meet both criteria specified below. **The seven Round 2 grantees are not eligible to apply.**

1. **Applicants must be either a nonprofit organization or a governmental agency,** which may include county or city government agencies, regional planning organizations, councils of government and Tribal Nations that are involved in the administration, delivery or coordination of transportation, aging and/or disability services.
   *For profit organizations are not eligible as primary applicants for these grant funds, but applicants may partner with appropriate for profit transportation, aging or disability providers.*
2. By the time the application is submitted, applicants must have in place an Inclusive Transportation Partnership.

- If an Inclusive Transportation Partnership does not yet exist in the community, prospective applicants must begin to build an inclusive partnership prior to submission of the application and document in the application how people with disabilities and older adults were actively involved in developing the application and how they will be included in the project. Applicants may build an inclusive coordinated transportation partnership on the foundation of an existing partnership group but must provide evidence to show how the group will be modified to ensure the active inclusion of older adults and people with disabilities.

- If an Inclusive Transportation Partnership already exists in the community, applicants must document in the application how older adults and people with disabilities were engaged in application development and describe how the active inclusion of people with disabilities and older adults will be enhanced through the grant.

Participant Engagement

Participants – people with disabilities and older adults, whether current riders or non-users of transportation services – must be involved in meaningful ways from the inception of the inclusive coordinated transportation grant (as described throughout this request for proposals). Participants will serve as key advisors and informants, information resources and decision-makers who are empowered to act independently and exert influence on key decisions, activities and the outcomes of the proposed grant.

Grantees are expected to engage participants in meaningful and diverse ways that have the potential to influence grant activities. Participants will be members of the ICT Learning Collaborative and will be expected to collaborate with their peers on the Participant Advisory Committee. The committee, comprised of former and current participants, is the forum for individuals with disabilities and older adults to provide guidance to the national project team and to ICT grantees. It is anticipated that the participant advisory committee will have periodic conference calls and be invited to share their expertise through webinars and teleconferences throughout the duration of the grant.

It is our belief that meaningful participant involvement ensures greater responsiveness to the needs of people with disabilities and older adults and results in improved planning, design and operation of coordinated transportation systems. The work of the past three years by the seven Round 2 grantees supported by this national project
bolsters this notion (see individual case studies/lessons learned and evaluation reports posted at www.transitplanning4all.org). Applicants are directed to Attachment B: Ladders of Inclusion for guidance.

Involvement of Coordinated Transportation Partners

Applicants must demonstrate that agencies/organizations representing aging, disability and transportation are involved in the coordinated transportation systems planning grant. Involvement must be evidenced by a letter of commitment and involvement in specific work plan tasks as indicated in the grant application. The applicant must include the local area primary transportation provider in the planning process, if available. If that local entity is not involved, the applicant must provide justification for selection of an alternative transportation partner, including documentation of efforts to obtain the primary transportation provider’s participation.

Contact Person

For all questions related to this invitation and the application process, please contact: Virginia Dize at the National Association of Area Agencies on Aging (vdize@n4a.org; 202-719-8889).

Funding

As many as eight (8) Inclusive Coordinated Transportation Partnership Grants, in the amount of $86,000 or less each, will be awarded for a period not to exceed 12 months. Grantee payments will be made on a monthly basis. Funds may be used for items such as: personnel costs; travel; consultants and meeting costs, including the costs of transporting participants to attend meetings or participate in focus groups. In no case may grant funds be used to purchase or lease vehicles or any other equipment.

Funds will be awarded in two phases, with the first 50% of funds (up to $43,000) awarded for the grant cycle that begins on May 1 and ends on October 31, 2016. Funding for the second phase of these grants is contingent on the availability of additional funds to support this national project after October 31, 2016.

Geographic Diversity

We plan to award grants to areas that represent geographic diversity, in terms of different areas of the country (e.g., Midwest, Southeast), as well as a mix of rural, urban, suburban and mixed (e.g., rural/urban, suburban/urban) areas.

Pre-Application Requirements

Prior to submitting an application for this funding opportunity, prospective applicants are expected to have done preliminary work in support of inclusive coordinated transportation and to have experience working with a diverse group of participants and
coordinated transportation partners. People with disabilities and older adults must be part of the grant application development team. Evidence of preliminary work to strengthen participant engagement during the grant application process must be presented as part of the application, including activities such as those listed below. The application must demonstrate specific input provided by older adults and people with disabilities and discuss how such input was obtained and will be infused in the grant.

During the process of creating their application, applicants must build an Inclusive Transportation Partnership or strengthen and build on an existing Inclusive Transportation Partnership as defined above. An existing transportation partnership may be modified to ensure the active, meaningful inclusion of older adults and people with disabilities. At the time the application is submitted, a fully functioning Inclusive Coordinated Transportation Partnership consisting of older adults, people with a range of disabilities and coordinated transportation partners must be in place. Individuals with disabilities and older adults are expected to contribute to development of the application, and be committed to working with the lead agency and inclusive transportation partners to implement the proposed grant.

Since the application must identify the specific issue on which the grant will focus, please identify the missing information/knowledge gaps regarding the current transportation system, the degree to which current services meet the needs and preferences of the target population, and potential solutions. It is appropriate to include additional outreach and information collection activities in the grant proposal in order to fill in identified information gaps.

Goals and action steps to be addressed in the proposed grant must be identified through a consensus process among the participants and coordinated transportation partners to be involved in the grant. The application development process is intended to lay a foundation for the proposed grant through the engagement and commitment of participants and stakeholders in moving the community forward to address transportation for all.

Grant applicants are required to undertake, and document in the grant application, some or all of the following activities in the process of developing their application.

- Documentation of efforts to identify and engage people with disabilities and older adults in development of the grant application and plans to meaningfully engage participants in planned grant activities.
- Documentation of outreach to organizations that serve the human services, social and transportation needs of older adults and people with disabilities within the community that are committed to being involved in the proposed grant;
- Selection, through consensus of the Inclusive Coordinated Transportation Partnership, of the priority area on which the grant will focus: access to health care; access to jobs; or integration in the community.
- Conducting a series of focus groups, community forums and/or consumer surveys to engage older adults and people with disabilities who are current or
potential users of transportation services and gathering their feedback and recommendations for potential transportation improvements in their community;

- Identifying strengths and service gaps in the community’s current transportation system through one or more of the above processes or through research (studies, surveys, reports) conducted during the past two years;
- Identifying the inclusive coordinated transportation planning strategy(ies) to be implemented by the applicant, based on strategies utilized by one or more of the seven ICT grantees and documented in Attachment A and in the case studies posted on www.transitplanning4all.org.

Use the Ladders of Inclusion (Attachment B) to facilitate an inclusive discussion of where the organization/planning group falls in terms of the types of inclusive practices currently in place and to identify where the organization/planning group expects to be at the conclusion of the grant. It should be noted that a community’s current level of inclusion may encompass more than one “rung” of the Ladder since one program could have adopted highly inclusive practices (e.g., people with disabilities and older adults leading or sharing in decision-making responsibilities) while other community transportation programs may have a less inclusive approach. The applicant’s preliminary work should be discussed in the application narrative, as described below.

**Deliverables**
Applicants who receive funding under this grant program are expected to use their funding to:

1. Develop, in collaboration with the assigned National Project Liaison and the Evaluator (WESTAT), an evaluation plan, including the identification of performance measures (outputs, outcomes, and customer satisfaction measures) and action steps that will be tracked throughout the grant period. Performance measures will include a mix of standard, mandated measures across all grants as well as a limited number of grantee-identified measures specific to each grant.
2. Develop and submit timely and complete monthly financial and program reports, using the reporting format mandated by the national project.
3. Document implementation of the adopted inclusive coordinated transportation strategy(ies) and develop two implementation reports (at 5 months and 9 months) following a format to be developed by the national project.
4. Participate in monthly All Grantees conference calls, make bi-monthly presentations about your grant and contribute to discussions regarding implementation and topics such as the meaning of inclusiveness and how to expand inclusive coordinated transportation planning.
5. Develop at least one webinar presentation about your grant during the grant year, focused on how people with disabilities and older adults are actively and meaningfully included and the impact of their involvement.
6. Engage in at least one activity each quarter with the Peer Learning Facilitator/Mentor assigned to your grant.
7. Develop a specific plan for sustaining inclusive coordinated transportation planning. The plan should address financial, personnel, operational and policy issues across
the organization that support inclusivity and sustain the engagement of people with disabilities and older adults in transportation planning.

**Grantee Requirements and Support**

Within two weeks of award notification, grantees will be required to submit a final work plan, a final “Inclusive Coordinated Transportation” grant description and a revised budget. Grantees will also be expected to submit monthly program and financial reports and a final Grant Plan. At the end of the grant period, grantees will be expected to complete a final report as well as a written, detailed and well-documented plan to ensure that inclusive transportation planning within the grantee community will be sustained after the grant-funded time period has concluded.

**NOTE:** Grantees should not assume that additional funding will be available to support activities beyond the twelve month period offered through this funding opportunity.

A Project Liaison (from CTAA, n4a or Easter Seals) will be assigned to each grant and will work closely with individual grantees to fully attain all deliverables (see Definitions, page 6 for additional information).

Grantees will be required to participate in (and include travel costs in their budgets to support attendance, as specified below) a face-to-face **Inclusive Planning Institute** early in the grant. The meeting will take place in Washington, DC and will bring the local teams together (including participants from each grant project) to further plan, learn from past grants and hear from other experts in the field. National Project partners will provide ongoing technical assistance, both one-on-one through monthly All Grantee calls. The Learning Collaborative will facilitate peer learning, bringing together the seven Round 2 grantees in their role as mentors and the new grantees. Reporting forms and guidance on the final report and grant plan for future work will be provided, including guidance on development, tracking progress and reporting on performance measures.

Grant recipients will be expected to share their practices at the national level through the Knowledge Sharing Network and other forums identified by the national partners.

**Proposal Format and Submission**

All proposals must be submitted using the Grant Application Form. Applicants must submit the application by email at transitplanning4all@ctaa.org. Applicants will receive notification that their application was received.

The application form may be downloaded and can be saved on your computer. The narrative must be double-spaced and in 12 point Arial font. The page limit for the narrative is 8 pages. The budget form may also be downloaded and saved on your computer.
All proposals must be submitted on-line or by email no later than 11:59 pm ET on March 18, 2016.

Proposals submitted after the due date and time or those that do not meet the format requirements will be deemed non-responsive.

A teleconference for interested applicants will be held on January 27, 2016 at 2 pm ET. Call toll-free: 866-906-9888; Passcode 2724141.

Minimum Requirements which must be met to be considered for funding:

ALL of the requirements listed below must be met in order for an application to be forwarded for complete review by the Review Committee.

1. Application must be received by the deadline.
2. Application must be submitted on-line using the Grant Application Form.
3. Application narrative must not exceed 8 pages, double-spaced, in 12 point Arial font.
4. Application must identify: (a) the selected priority area (i.e., access to healthcare, access to jobs, or integration in the community); and (b) the community’s current level of inclusion (using the Ladders of Inclusion).
5. Grant budget must be submitted on Budget Narrative Worksheet.
6. Total grant funds requested cannot exceed $86,000.
7. A Qualified Organization must submit application.
8. A list of the participants (people with disabilities and older adults) who are actively engaged in the Inclusive Coordinated Transportation Partnership group and are committed to work on the proposed grant must be included.
9. Five letters of commitment – from at least 2 coordinated transportation partners (one of the letters must come from the local area primary transportation provider) and 3 key participants – must be included in the application. At a minimum, these individuals must also be actively involved in developing the grant application and their participation in the application process must be briefly described.

Applications for funding must include a description of the involvement of, at a minimum, coordinated transportation partners and participants representing transportation (the local primary transportation provider, if available), aging and disability organizations and perspectives. Potential partners and participants may come from or be suggested by organizations such as, but not limited to: AARP chapters, Aging and Disability Resource Centers, local Arc chapters, Area Agencies on Aging, Centers for Independent Living, local Easter Seals Affiliates, local chapters of the National Federation for the Blind/American Federation for the Blind, local Paralyzed Veterans of America chapters, Protection and Advocacy organizations, State Developmental Disability Councils, University
Centers for Excellence in Developmental Disabilities or other appropriate university research centers, or other appropriate organizations. Participants who are riders and not affiliated with any organization must be included.

Screening and Review Process

Screening: All applications received will be screened to determine that the above Minimum Requirements have been met.

Incomplete or non-responsive proposals will not be considered. Only proposals that meet all of the Minimum Requirements specified above will be forwarded to the Review Committee.

Review Process: An independent Review Committee will evaluate the proposals based on the evaluation criteria specified below. It is anticipated that awards will be announced no later than June 1, 2016. Awards will be made through a competitive process to the most qualified applicants.

Evaluation Criteria

A. Grant Summary and Overall Approach 25 points
B. Involvement of Participants and Coordinated Transportation Partners 25 points
C. Outcomes 15 points
D. Sustainability 15 points
E. Organizational Capacity 15 points
F. Budget 5 points

A. Grant Summary and Overall Approach (Value: 25 points)

Applicants must develop a written, detailed and well-documented Grant Plan which builds upon past inclusive work with participants and includes a timetable for producing deliverables.

Applicants should:
• Describe the problem to be addressed by the proposed grant. Include the following:
  o Make the connection between the problem to be addressed and information gathered about the community’s transportation needs and preferences and discuss the relationship between the problem and the selected priority area (i.e., access to healthcare, access to jobs or
integration in the community). Applicants are expected to use local data to support how they identified specific problems.

- Document past work in inclusive planning, transportation coordination, and engagement of participants as envisioned in this RFP and in materials available on the national project website, including but not limited to, the preliminary work done to develop the applicant’s response to this RFP.

- Describe the consensus process used to select both the proposed priority area and the inclusive coordinated transportation planning strategy(ies) to be implemented in the proposed grant.

- Identify the community’s current level of inclusion (by using the Ladders of Inclusion) and level of inclusion expected to be achieved at the end of the grant. Applicants are expected to detail how they determined their current level of inclusion.

- Discuss how the selected inclusive coordinated transportation planning strategy(ies) is likely to address the problem to be addressed and briefly detail the action steps that will be undertaken during the grant.

- Discuss how the selected inclusive coordinated transportation planning strategy(ies) will lead to increased inclusiveness by the end of the grant.

- Discuss specifically how the proposed grant will fulfill the overall purpose of the Grant - to assess and document the impact of inclusive coordinated transportation planning on the responsiveness of community transportation services to the needs and preferences of older adults and people with disabilities.

- Describe how technology will be used or integrated into proposed strategies to address inclusive transportation planning.

- Include a commitment to work to achieve all deliverables enumerated in this RFP.

B. Involvement of Participants and Coordinated Transportation Partners
(Value: 25 points)

The active and meaningful participation of people with disabilities and older adults in the grant is the centerpiece of the Inclusive Coordinated Transportation Partnership Program. The primary participants and coordinated transportation partners who have been and will be involved in the grant should be identified and the specific activities in which they will be involved should be described. Applicants should discuss the value these particular participants and stakeholders bring to the table, how their past experiences (including during the pre-application process) will both prepare them to be involved in inclusive coordinated transportation planning and serve as a launching pad for increased engagement and commitment. Letters of commitment from at least 3 key participants and 2 key stakeholders who helped to develop the application must be attached. Discuss how a broad range of community participants, both current users and non-users of transportation services, will be encouraged to participate in the grant and the accommodations to be offered to ensure the broadest possible participation. Applicants should also describe how the proposed grant will address the following motivating factors identified through the Environmental Scan (see
www.transitplanning4all.org) to expand the participation and ensure meaningful engagement of people with disabilities and older adults:

- A sense of community involvement and volunteerism;
- Opportunities to influence transportation policy;
- Enhanced social networking and community connections;
- Development of a healthy environment.

The following are examples of how the grant might include participants in the implementation process. Applicants are encouraged to incorporate one or more of the following activities in their work plans in a manner that is fully accessible to older adults and people with disabilities of all ages:

1. Create/enhance a participant/stakeholder advisory group to oversee and guide all planning activities;
2. Conduct outreach (e.g., focus groups) to older adults and people with disabilities who are expected to be involved in, and benefit from, the coordinated transportation system;
3. Convene one or more community meetings to ensure adequate participant/stakeholder input and support for the preliminary Grant Plan; and/or
4. Include the involvement of people with disabilities of all ages and older adults through paid employment and/or volunteer opportunities, including opportunities through various employment/internship programs

**C. Outcomes** (Value 15 points)

Applicants should describe how they plan to quantify and assess the value of active and meaningful participant engagement and participation in the grant. Any available data indicating active participant involvement as well as previous work to address the selected focus area in past or current initiatives should be included in this section and discussed in relationship to expectations for this grant.

**Outcomes** include specific measures of program impact or results that can specifically and logically be attributed to the program. Examples include: the percent of transportation agencies in the community that support efforts to better serve the mobility needs of people with disabilities and older adults; evidence of sustainable change in the coordinated transportation planning process; planning participant (individuals with disabilities and/or older adults) satisfaction with the planning process and overall satisfaction with the transportation system; increased trip making by the target population.

**Outputs** are products or other numeric results of grant funded activities. Examples: number of focus groups held; number of surveys disseminated/returned; number of participants in community meetings; number of older adults and people with disabilities of all ages, including people with intellectual and developmental disabilities, involved in coordinated transportation system planning.
D.  **Sustainability**  
*(Value 15 points)*

Since grant funding to support inclusive coordinated transportation partnerships is not likely to be provided after this twelve month grant, sustainability is a critical factor that must be considered and planned for from the beginning. Grantees should develop preliminary specific plans for sustaining inclusive coordinated transportation planning as part of the application focusing especially on how active, meaningful participation by people with disabilities and older adults will continue once the grant ends. During the grant period, the TransitPlanning4All national partners will work with funded grantees to identify opportunities for sustaining the engagement of older adults and people with disabilities in planning, development, operations and oversight of the community’s transportation services, supporting employment and volunteer opportunities for people with disabilities and older adults and increasing awareness of reasonable accommodations. Products that promote sustainability include: development of participant job descriptions; changes in staff job descriptions that support inclusive practices; tools or procedures used to monitor or assess inclusive practices; policy changes that institutionalize inclusive practices, such as including participants on project management teams.

E.  **Organizational Capacity**  
*(Value: 15 points)*

Applicants must provide evidence of the organization’s capacity to undertake this planning and complete all required deliverables within one year. This may include:

- past successes in planning and grant management;
- experience in engaging participants as advisors and active participants in planning, program development, oversight, and quality assurance;
- leadership/participation in the community’s coordinated transportation system, including participation in development of the coordinated transit-human services plan; and
- conditions (e.g., within the organization, local/regional coordinated transportation and the broader community) that indicate readiness to undertake this project.

F.  **Budget**  
*(Value: 5 points)*

The budget is reasonable and supports planned activities. Page 2 of the Budget Narrative requests specific information regarding in-kind support to be provided by the applicant organization (e.g., supplementing staff salaries) and/or key partners. In-kind support may include providing staff support, free meeting space, meeting refreshments, postage, etc. In-kind support is encouraged but not required. Budget categories include personnel, meeting/training costs, travel, consultant fees and travel, other direct costs (e.g., telephone/fax, printing, office space) and indirect costs (with documentation regarding the indirect rate). Applicants must include funds in their budgets for travel costs for two persons, one of whom must be a participant (e.g., round-trip airfare, surface transportation, hotel costs of @ $175 per night for two nights, meals) to attend the Inclusive Planning Institute in Washington, DC.
Please note: Grant funds are provided to support inclusive coordinated transportation planning and development activities. Direct services may not be supported with grant funds, with the exception of using grant funds to transport individuals to advisory committee meetings, focus groups or other grant-sponsored events at which participation by older adults and people with disabilities is critical. In addition, vehicles or equipment of any kind may not be purchased or leased with grant funds.
Attachment A:

Lessons Learned about Improving Inclusive Coordinated Transportation Planning

Evolving to Inclusiveness

Inclusiveness is a philosophical and cultural shift within an organization that is facilitated by intentional thought and behaviors. Throughout the course of the Inclusive Coordinated Transportation Planning project, the national project team worked with demonstration grant recipients to document activities and capture learning that lead to successes in inclusion. The following are presented to help guide communities as they engage in their own inclusive planning activities. For more information on the current projects and more information on inclusiveness, go to the Transit Planning for All website at http://www.transitplanning4all.org/.

Communications

- Use a wide variety of communication vehicles to reach people with disabilities and older adults. Social media may work well with this population; however, each communication forum needs to be assessed regarding its accessibility.
- Ensure that the language and tone of communications is empowering, not patronizing.
- Use forums and communication channels sponsored by community organizations as an effective means of information exchange.
- Plan and be open to attending as many outreach events as possible to learn from participants directly what their needs are.
- Collect continuous feedback from stakeholders, including people with disabilities and older adults, rather than just collect feedback at particular time periods. This ongoing and sustained feedback is important to be able to make quick project and activity adjustments.
- Make sure to include input from people with disabilities and older adults when creating websites and brochures.
- Include phone numbers with materials, since many people with disabilities and older adults had indicated that they would be most apt to call for help so that they could reach a real person.
- It is vitally important to keep all partners informed and engaged as coordinated transportation planning moves forward.


**Engagement**

- Go beyond consulting with participants and include participants on the leadership team of the project. People may need support to actively engage in this role but it will provide a perspective you could not gain any other way.
- Tap into the passion and involvement of participants. These individuals can help identify new contacts and can enrich your project.
- Relate to the group you are trying to engage.
- You must listen for what engages people in order for people to continue to be a part of the process.
- Have transit planners, social and human service providers, and decision makers spend time to understand the journey and life experience of people with disabilities and older adults. This knowledge can enhance understanding of issues and identification of solutions.
- Include local universities/colleges, businesses, health care institutions, and senior housing authorities as a way to involve a diverse set of stakeholders in the inclusive transportation planning process.
- Build strong relationships with key stakeholders, especially the local government agencies.
- Know your community and which organizations are most critical for moving issues forward.
- Provide opportunities for open dialogue, community engagement, and an atmosphere that welcomes all ideas and suggestions are the most important factors for enhancing participant involvement in coordinated transportation planning.
- Acknowledge the contributions and perspectives of all of those involved.
- Provide opportunities for people with disabilities and older adults to have leadership opportunities in meetings and events.
- When working with people with disabilities or older people on a call or at a meeting it is very important to continually ask people, by name for their input if the group is small enough.

**Expectations**

- Initiating change requires perseverance.
- It takes time to build momentum.
- Avoid preconceived notions of what solution is "best" for older adults and/or persons with disabilities is effective in expanding opportunities and improving transit services for these populations.
- Don’t assume that new partners completely understand inclusive processes. Be careful about the way you explain inclusionary process techniques. Most everyone has an “advisory” group that is their inclusionary committee.
- Establish the expectations from the community and steering committee members early in the process.
Practical Tips

• When including people with disabilities and older adults to participate on advisory committees make sure that these committee meetings are accessible.
• Conduct meetings on participants “home turf” whenever possible. Not making people travel creates better participation.
• Potential participants, whether seniors, people with disabilities or stakeholder organizations, must be educated about the transportation system and the coordinated planning process so they can fully understand the situation and contribute in a meaningful way.
• Creativity and flexibility are required to find ways to collect data.
• When meeting with potential partners, know why they are willing to meet. How does a project or system’s activities affect them? Data and stories paint the best picture. Having someone share in their own words how the engagement process has affected them is the best way to tell the story.
Attachment B: Ladder of Inclusion for People with Disabilities and Older Adults in Inclusionary Transportation Planning Partnerships*


**Improvements in Program Planning, Operations, and Services**

**Level 6**
People with Disabilities and Older Adults Play Lead Roles in Planning, Implementation, and Operational Decisions

**Level 5**
People with Disabilities and Older Adults Share Decision-making Responsibilities for Planning, Implementation, and Operations

**Level 4**
People with Disabilities and Older Adults Actively Participate in Planning

**Level 3**
People with Disabilities and Older Adults Consulted About Programs

**Level 2**
People with Disabilities and Older Adults Informed About Programs

**Level 1**
Programs Developed for People with Disabilities and Older Adults

**Type of Inclusion**

More Inclusive/
More Active Participation

Less Inclusive/
Largely Passive Participation (If Any)
Why Inclusive Coordinated Transportation Planning Is Important

Increased active and meaningful participation of people with disabilities and older adults in inclusive transportation planning, including but not limited to involvement in grant program leadership, can lead to policies, procedures, and services that reflect inclusive practices that may lead to improvements in program planning, operations, and services.

The goal of the Inclusive Coordination Transportation Planning Project is to enhance the level of inclusive transportation planning to better serve the needs of people with disabilities and older adults through active and meaningful involvement of these individuals to develop programs that better meet their needs and the needs of their peers.

How to Use the Ladder of Inclusion

The Ladder of Inclusion is an assessment tool that can enable communities to determine their current and desired status regarding including people with disabilities and older adults in program design, monitoring, and decision-making. Potential benefits of “moving up” the Ladder of Inclusion include improved program design, increased knowledge of staff and participants, greater support for program funding, better public relations, and greater program participant satisfaction because the viewpoints of people with disabilities and older adults are considered and acted upon.

Inclusiveness offers opportunities for engagement that range from passive involvement to people with disabilities and older adults playing leadership roles in the planning process. As you review the Ladder, you may conclude that your organization or planning group is at one level for some of your work on coordinated transportation and at another level for related work. This is expected. The Ladder is not intended to be an absolute diagnostic tool, but rather to encourage discussions about organizational philosophies and practices that support and enable the inclusion of older adults and people with disabilities. Ideally, people of all ages with a variety of disabilities, abilities, interests, and experiences will be meaningfully engaged in discussions and activities related to community transportation. How else can you ensure that programs and services are responsive to the needs of the people for whom programs and services are being developed?
In deciding where your organization/planning group fits on the Ladder for various types of practices, all groups, especially people with disabilities and older adults, should be given the opportunity to provide examples of practices that demonstrate inclusiveness or the lack thereof. The group should make decisions collectively through open discussion about major activities, approaches, and strategies to reveal the group’s general approach to inclusiveness.

Once you have decided where your organization/planning group’s practices fit on the Ladder for different types of activities and functions, it is important to revisit the issue on a regular basis to identify changes in inclusive practices over time. A consistent emphasis on and measurement of inclusive practices has the potential to encourage shared decision-making and responsibility, and can ultimately lead to opportunities for people with disabilities and older adults to assume leadership roles. In addition, careful monitoring of the extent of inclusion, changes over time, and program outcomes can ultimately link inclusionary practices to better program outcomes for people with disabilities and older adults.
**Title:** Discussion and Request for Board Direction Related to Weekend Special Event Service as a Component of the La Cienega 6-Month Pilot Route

**Prepared By:** Stacey McGuire, Planning, Projects & Grants Manager

**Summary:** NCRTD plans to implement a 6-month pilot route in the La Cienega and La Cieneguilla communities to gauge and assess the long-term viability of a transit route in the area. Originally envisioned as a weekday commuter route, due to overwhelming public input suggesting a focus on essential service access (medical, education, etc.). During the planning stages of this pilot route the question about weekend special event access arose and Staff is requesting Board direction as to pursuing weekend special event transit service as a component of the La Cienega 6 month pilot route.

**Background:** The Five Year Service Plan Update identified a service need in the La Cienega Valley, with a recommendation for a 6-month pilot route to be operated and then assessed for long-term viability. Four (4) - Six (6) one-way weekday trips were suggested in the Plan, with an estimated operational cost of $114,000 and potential capital cost of an additional $120,000.

In preparation of said pilot route, NCRTD holds weekly progress discussions; performed multiple route ridealongs and running time checks; solicited input from area residents and stakeholders regarding route options through both surveys and a public meeting; worked with Santa Fe County Planning on demographics, traffic and overall area information; and met with Staff from Las Golondrinas to discuss its transit needs as they relate to the La Cienega pilot route.

**Recommended Action:** Staff recommends Board approval to pursue implementation of weekend special event service as a component of the La Cienega pilot route, and to continue conversations with interested parties. Staff recommends that in the event that weekend special event transit service is provided, it will be supplementary and would in no way detrimentally impact weekday service levels.

**Options/Alternatives:**
1. Authorize Staff to pursue the implementation of weekend special event service as a component of the La Cienega pilot route, and to continue such discussion with interested parties (recommended); or
2. Request that Staff continue discussions with interested parties to further assess the operational and fiscal impact of providing weekend special event service as a component of the La Cienega pilot route (not recommended); or
3. Direct Staff to focus its resources solely on weekday service on the La Cienega pilot route (not recommended)

**Fiscal Impact:** Fiscal impact is entirely dependent upon Board direction regarding potential weekend service as a component of the La Cienega pilot route. Staff feels confident that any additional cost related to performing weekend service would be minimal and could be absorbed within the existing pilot route budget.

**Attachments:**
La Cienega pilot route draft schedule
La Cienega pilot route draft map
### NORTHBOUND

#### AM trip

<table>
<thead>
<tr>
<th>Stop</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Torcido loop</td>
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</tr>
<tr>
<td>Sunrise Rd</td>
<td>221a</td>
</tr>
<tr>
<td>Camino Colores</td>
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</tr>
<tr>
<td>Los Pinos @ W Frontage Rd</td>
<td>225a</td>
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<tr>
<td>Station</td>
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<td>VA Clinic</td>
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#### Mid trip

<table>
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</tr>
<tr>
<td>VA Clinic</td>
<td>131a</td>
</tr>
<tr>
<td>Walmart</td>
<td>134a</td>
</tr>
<tr>
<td>Santa Fe Pl Mall</td>
<td>135a</td>
</tr>
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</table>

#### PM trip

<table>
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<tr>
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<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
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### SOUTHBOUND

#### AM trip

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#### Mid trip

<table>
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<tbody>
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<tr>
<td>Walmart</td>
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<tr>
<td>Santa Fe Pl Mall</td>
<td>135a</td>
</tr>
</tbody>
</table>

#### PM trip

<table>
<thead>
<tr>
<th>Stop</th>
<th>Time</th>
</tr>
</thead>
<tbody>
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<td>Walmart</td>
<td>261a</td>
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<tr>
<td>Santa Fe Pl Mall</td>
<td>262a</td>
</tr>
</tbody>
</table>

Connections with Santa Fe Trails

Connections with Rail Runner
Description: In this proposed route there would be 4 to 8 stops throughout La Cienega and La Cieneguilla Communities. The route would deadhead and begin at Torcido Loop.

Date: 2/24/2016
Title: North Central Regional Transit District FY2016 Mid-Year Financial Summary Report

Prepared By: Troy Bingham, Finance Director

Summary: The North Central Regional Transit District (NCRTD) is currently reporting six months of financial activity. The standard for revenues and expenditures for the six-month period is 50% of the budget.

The total budget is $12,548,543, which includes a $1,317,204 budget increase that was approved by the Board of Directors at its September 4, 2015 meeting.

The NCRTD has received 34.3% of its revenue excluding budgeted cash balance. There is a one month lag in receiving gross receipts tax revenue and approximately two months in federal revenues. The anticipated deficit in revenues at year end is $760,968 due to federal grants related to capital projects not completed and the lack of need for the use of fund balance.

Midway through the fiscal year, expenditures were 29.6% of the budget, well below the 50% threshold. The percentage is low because the invoices for the second quarter for Non-RTD services have not been received. NCRTD expects to have a $1,584,020 surplus in expenditures by year end.

Background: The NCRTD fiscal year runs from July 1 to June 30 of the following calendar year. Before each fiscal year, the district submits and presents a budget request to the Board of Directors for its approval. Midway through the fiscal year, the staff will brief the Board on the status of the budget and propose any adjustments that might be required.

Recommended Action: The Finance Subcommittee met on January 22, 2016 and recommended endorsement by the board of the attached mid-year budget status report.

It is recommended that the board accept the Finance Subcommittee recommendation and endorse the NCRTD review as presented.
**Options/Alternatives:**
1. Take no action; or
2. Endorse the review of the mid-year Financial Summary Report (recommended).

**Fiscal Impact:** The NCRTD will continue to maintain a balanced budget for the remainder of FY2016 and will apprise the Board of any dramatic changes.

**Attachments:**
FY16 Projected vs. Budget Review Charts-Data
Projected vs. Budget Review
FY2016 (July 1, 2015 to June 30, 2016)
NCRTD Revenue by Sources
Actuals as of December 31, 2015

<table>
<thead>
<tr>
<th>Source</th>
<th>2013 Actual</th>
<th>2014 Actual</th>
<th>2015 Actual</th>
<th>2016 Budget</th>
<th>2016 Projected</th>
<th>% of Projected vs Budget</th>
</tr>
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<tbody>
<tr>
<td>Gross Receipt</td>
<td>$6,871,271</td>
<td>$6,941,122</td>
<td>$7,246,641</td>
<td>$6,903,500</td>
<td>$7,375,471</td>
<td>106.8%</td>
</tr>
<tr>
<td>Fed Grant</td>
<td>$1,957,128</td>
<td>$1,902,036</td>
<td>$1,840,120</td>
<td>$3,781,539</td>
<td>$3,499,584</td>
<td>92.5%</td>
</tr>
<tr>
<td>State Capital Outlay</td>
<td>$-</td>
<td>$161,188</td>
<td>$-</td>
<td>$301,312</td>
<td>$301,312</td>
<td>100.0%</td>
</tr>
<tr>
<td>Local Match</td>
<td>$500,000</td>
<td>$450,000</td>
<td>$400,000</td>
<td>$350,000</td>
<td>$350,000</td>
<td>100.0%</td>
</tr>
<tr>
<td>Member Contributions</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$80,344</td>
<td>$156,154</td>
<td>194.4%</td>
</tr>
<tr>
<td>Non-cash Transactions</td>
<td>$33,600</td>
<td>$688,552</td>
<td>$-</td>
<td>$-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Misc Rev</td>
<td>$24,312</td>
<td>$67,725</td>
<td>$92,909</td>
<td>$443,296</td>
<td>$105,036</td>
<td>23.7%</td>
</tr>
<tr>
<td></td>
<td>$9,352,711</td>
<td>$9,522,071</td>
<td>$9,613,270</td>
<td>$12,548,543</td>
<td>$11,787,557</td>
<td>93.9%</td>
</tr>
</tbody>
</table>
Projected vs. Budget Review
FY2016 (July 1, 2015 to June 30, 2016)

Grant Revenue
Actuals as of December 31, 2015

<table>
<thead>
<tr>
<th></th>
<th>FY14 Actual</th>
<th>FY15 Actual</th>
<th>FY16 Budget</th>
<th>FY16 Projected</th>
<th>Projected Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>81,096</td>
<td>98,062</td>
<td>244,799</td>
<td>128,685</td>
<td>53%</td>
</tr>
<tr>
<td>August</td>
<td>127,744</td>
<td>96,946</td>
<td>244,799</td>
<td>145,446</td>
<td>59%</td>
</tr>
<tr>
<td>September</td>
<td>195,614</td>
<td>160,962</td>
<td>244,799</td>
<td>223,878</td>
<td>91%</td>
</tr>
<tr>
<td>October</td>
<td>113,711</td>
<td>167,516</td>
<td>338,571</td>
<td>203,353</td>
<td>60%</td>
</tr>
<tr>
<td>November</td>
<td>150,353</td>
<td>126,083</td>
<td>338,571</td>
<td>134,896</td>
<td>40%</td>
</tr>
<tr>
<td>December</td>
<td>102,402</td>
<td>123,492</td>
<td>338,571</td>
<td>380,475</td>
<td>112%</td>
</tr>
<tr>
<td>January</td>
<td>224,669</td>
<td>101,591</td>
<td>338,571</td>
<td>380,475</td>
<td>112%</td>
</tr>
<tr>
<td>February</td>
<td>123,056</td>
<td>106,716</td>
<td>338,571</td>
<td>380,475</td>
<td>112%</td>
</tr>
<tr>
<td>March</td>
<td>108,529</td>
<td>180,156</td>
<td>338,571</td>
<td>380,475</td>
<td>112%</td>
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<tr>
<td>April</td>
<td>221,326</td>
<td>124,015</td>
<td>338,571</td>
<td>380,475</td>
<td>112%</td>
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<tr>
<td>May</td>
<td>137,177</td>
<td>153,332</td>
<td>338,571</td>
<td>380,475</td>
<td>112%</td>
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<tr>
<td>June</td>
<td>316,361</td>
<td>401,249</td>
<td>338,571</td>
<td>380,475</td>
<td>112%</td>
</tr>
<tr>
<td>Total</td>
<td>1,902,036</td>
<td>1,840,120</td>
<td>3,781,536</td>
<td>3,499,584</td>
<td>92.5%</td>
</tr>
</tbody>
</table>

A large portion of the federal revenues received by NCRTD are for replacement of fleet assets. If the assets are not received in the fiscal year than the expense and revenue are carried forward to the following fiscal year.
The projected overall revenue surplus for FY2016 GRT is anticipated to be $471,971. The actual revenue surplus will be $405,000 because $66,971 would be obligated to RailRunner.
The revenues are projected to be 10% above the budget for FY16, which would translate into a revenue surplus of $190,852. The actual revenue surplus for the first five months is 20% above budget, so a conservative estimate was used of 10%. Actuals for the last four years have been mediocre which means there is no ascertainable pattern for future budget growth in FY2017.
## Projected vs. Budget Review

**FY2016 (July 1, 2015 to June 30, 2016)**

**Gross Receipts Revenue By County**

*Actuals as of December 31, 2015*  
**RIO ARRIBA COUNTY**

<table>
<thead>
<tr>
<th>Month of Activity</th>
<th>FY12 Actual</th>
<th>FY13 Actual</th>
<th>FY14 Actual</th>
<th>FY15 Actual</th>
<th>FY16 Budget</th>
<th>FY16 Projected</th>
<th>Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>55,408</td>
<td>51,622</td>
<td>49,128</td>
<td>48,852</td>
<td>51,108</td>
<td>53,233</td>
<td>104%</td>
</tr>
<tr>
<td>August</td>
<td>58,814</td>
<td>55,703</td>
<td>49,535</td>
<td>49,585</td>
<td>52,473</td>
<td>45,322</td>
<td>86%</td>
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<tr>
<td>September</td>
<td>56,781</td>
<td>52,600</td>
<td>49,857</td>
<td>48,926</td>
<td>51,506</td>
<td>53,311</td>
<td>104%</td>
</tr>
<tr>
<td>October</td>
<td>54,911</td>
<td>53,009</td>
<td>49,363</td>
<td>51,790</td>
<td>50,632</td>
<td>56,629</td>
<td>123%</td>
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<tr>
<td>November</td>
<td>51,363</td>
<td>48,144</td>
<td>44,753</td>
<td>46,105</td>
<td>50,345</td>
<td>56,624</td>
<td>103%</td>
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<tr>
<td>December</td>
<td>54,028</td>
<td>51,452</td>
<td>46,846</td>
<td>52,643</td>
<td>54,222</td>
<td>56,624</td>
<td>103%</td>
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<tr>
<td>January</td>
<td>40,611</td>
<td>42,472</td>
<td>40,853</td>
<td>42,353</td>
<td>43,624</td>
<td>56,624</td>
<td>103%</td>
</tr>
<tr>
<td>February</td>
<td>38,417</td>
<td>39,752</td>
<td>40,153</td>
<td>38,715</td>
<td>39,876</td>
<td>56,624</td>
<td>103%</td>
</tr>
<tr>
<td>March</td>
<td>41,602</td>
<td>42,612</td>
<td>41,156</td>
<td>43,092</td>
<td>44,385</td>
<td>56,624</td>
<td>103%</td>
</tr>
<tr>
<td>April</td>
<td>40,766</td>
<td>40,315</td>
<td>41,493</td>
<td>42,240</td>
<td>43,507</td>
<td>56,624</td>
<td>103%</td>
</tr>
<tr>
<td>May</td>
<td>46,478</td>
<td>44,368</td>
<td>47,047</td>
<td>44,952</td>
<td>46,317</td>
<td>56,624</td>
<td>103%</td>
</tr>
<tr>
<td>June</td>
<td>53,981</td>
<td>45,151</td>
<td>48,230</td>
<td>53,912</td>
<td>53,052</td>
<td>584,111</td>
<td>103%</td>
</tr>
</tbody>
</table>

The revenues are projected to be 3% above the budget for FY16, which would translate into a revenue surplus of $15,611. The actual revenue surplus for the first five months is 3% above budget. Actuals for the last four years have been mediocre which means there is no ascertainable pattern for future budget growth in FY2017.
Projected vs. Budget Review
FY2016 (July 1, 2015 to June 30, 2016)
Gross Receipts Revenue By County
Actuals as of December 31, 2015
SANTA FE COUNTY

** Note - One-half of the SF County GRT is allocated to Rio Metro

<table>
<thead>
<tr>
<th>Month of Activity</th>
<th>FY12 Actual</th>
<th>FY13 Actual</th>
<th>FY14 Actual</th>
<th>FY15 Actual</th>
<th>FY16 Budget</th>
<th>FY16 Projected</th>
<th>Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>341,717</td>
<td>343,976</td>
<td>366,256</td>
<td>391,422</td>
<td>374,530</td>
<td>408,793</td>
<td>109%</td>
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<tr>
<td>August</td>
<td>353,581</td>
<td>357,202</td>
<td>369,825</td>
<td>384,850</td>
<td>378,033</td>
<td>378,033</td>
<td>98%</td>
</tr>
<tr>
<td>September</td>
<td>344,672</td>
<td>337,614</td>
<td>374,721</td>
<td>371,090</td>
<td>387,492</td>
<td>372,493</td>
<td>104%</td>
</tr>
<tr>
<td>October</td>
<td>310,170</td>
<td>338,872</td>
<td>368,292</td>
<td>356,900</td>
<td>372,493</td>
<td>372,493</td>
<td>104%</td>
</tr>
<tr>
<td>November</td>
<td>314,413</td>
<td>318,969</td>
<td>333,250</td>
<td>333,369</td>
<td>333,369</td>
<td>333,369</td>
<td>100%</td>
</tr>
<tr>
<td>December</td>
<td>385,881</td>
<td>380,531</td>
<td>414,090</td>
<td>426,513</td>
<td>426,513</td>
<td>426,513</td>
<td>103%</td>
</tr>
<tr>
<td>January</td>
<td>298,696</td>
<td>298,821</td>
<td>310,460</td>
<td>319,774</td>
<td>319,774</td>
<td>319,774</td>
<td>103%</td>
</tr>
<tr>
<td>February</td>
<td>291,582</td>
<td>276,041</td>
<td>307,880</td>
<td>317,116</td>
<td>317,116</td>
<td>317,116</td>
<td>103%</td>
</tr>
<tr>
<td>March</td>
<td>336,024</td>
<td>339,972</td>
<td>356,470</td>
<td>367,164</td>
<td>367,164</td>
<td>367,164</td>
<td>103%</td>
</tr>
<tr>
<td>April</td>
<td>299,091</td>
<td>318,123</td>
<td>347,677</td>
<td>363,178</td>
<td>363,178</td>
<td>363,178</td>
<td>103%</td>
</tr>
<tr>
<td>May</td>
<td>318,839</td>
<td>347,884</td>
<td>352,600</td>
<td>412,340</td>
<td>412,340</td>
<td>412,340</td>
<td>103%</td>
</tr>
<tr>
<td>June</td>
<td>364,705</td>
<td>369,615</td>
<td>411,834</td>
<td>4,433,941</td>
<td>4,433,941</td>
<td>4,433,941</td>
<td>103%</td>
</tr>
</tbody>
</table>

The revenues are projected to be 3% above the budget for FY16, which would translate into a revenue surplus of $133,941. The actual revenue surplus for the first five months is 3% above budget. Actuals for the last four years have seen steady increases which should be accounted for in the FY2017 budget, if FY2016 continues the same pattern.
The revenues are projected to be 9% above the budget for FY16, which would translate into a revenue surplus of $131,568. The actual revenue surplus for the first five months is 27% above budget, so a conservative estimate was used of 9%. Actuals for the last four years have seen steady increases which should be accounted for in the FY2017 budget, if FY2016 continues the same pattern.
<table>
<thead>
<tr>
<th></th>
<th>FY13 Actual</th>
<th>FY14 Actual</th>
<th>FY15 Actual</th>
<th>FY16 Budget</th>
<th>FY16 Projection</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>1,699,079</td>
<td>1,764,308</td>
<td>1,800,202</td>
<td>2,773,718</td>
<td>2,199,516</td>
<td>574,202</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>550,997</td>
<td>709,864</td>
<td>810,898</td>
<td>1,245,195</td>
<td>1,028,444</td>
<td>216,751</td>
</tr>
<tr>
<td>Health &amp; Wellness/Promotions</td>
<td>-</td>
<td>-</td>
<td>2,555</td>
<td>7,500</td>
<td>1,506</td>
<td>-</td>
</tr>
<tr>
<td>Vehicle Maintenance, Repairs</td>
<td>198,587</td>
<td>209,603</td>
<td>306,401</td>
<td>260,700</td>
<td>300,786</td>
<td>(40,086)</td>
</tr>
<tr>
<td>Utilities (phone, gas, electric)</td>
<td>41,118</td>
<td>36,053</td>
<td>35,973</td>
<td>51,751</td>
<td>110,930</td>
<td>(10,088)</td>
</tr>
<tr>
<td>Advertising</td>
<td>35,137</td>
<td>70,706</td>
<td>83,882</td>
<td>100,842</td>
<td>76,735</td>
<td>-</td>
</tr>
<tr>
<td>Insurance (property, gen liab, vehicle, civil rights)</td>
<td>196,836</td>
<td>87,589</td>
<td>102,076</td>
<td>115,196</td>
<td>115,196</td>
<td>-</td>
</tr>
<tr>
<td>Equipment &amp; Building Expense</td>
<td>24,986</td>
<td>31,124</td>
<td>31,203</td>
<td>76,735</td>
<td>76,735</td>
<td>-</td>
</tr>
<tr>
<td>Misc. Expense</td>
<td>-</td>
<td>-</td>
<td>116</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Office Expenses</td>
<td>27,427</td>
<td>59,286</td>
<td>50,928</td>
<td>67,163</td>
<td>59,414</td>
<td>7,749</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>35,014</td>
<td>19,948</td>
<td>22,562</td>
<td>23,820</td>
<td>25,362</td>
<td>(1,542)</td>
</tr>
<tr>
<td>Travel, meetings, lodging and per diem</td>
<td>17,789</td>
<td>29,654</td>
<td>34,222</td>
<td>41,245</td>
<td>41,245</td>
<td>-</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>186,358</td>
<td>311,414</td>
<td>245,445</td>
<td>369,603</td>
<td>369,603</td>
<td>-</td>
</tr>
<tr>
<td>Audit</td>
<td>23,219</td>
<td>23,433</td>
<td>27,000</td>
<td>27,000</td>
<td>27,000</td>
<td>-</td>
</tr>
<tr>
<td>Dues, Licenses and Fees</td>
<td>12,263</td>
<td>8,597</td>
<td>15,675</td>
<td>15,675</td>
<td>15,675</td>
<td>-</td>
</tr>
<tr>
<td>Fuel</td>
<td>406,653</td>
<td>410,199</td>
<td>352,857</td>
<td>495,903</td>
<td>368,340</td>
<td>127,563</td>
</tr>
<tr>
<td>Training &amp; Registration fees</td>
<td>6,645</td>
<td>9,024</td>
<td>9,087</td>
<td>20,799</td>
<td>20,799</td>
<td>-</td>
</tr>
<tr>
<td>Railrunner, City of SF and Los Alamos</td>
<td>4,327,824</td>
<td>4,387,272</td>
<td>4,511,203</td>
<td>4,447,190</td>
<td>4,514,161</td>
<td>(66,971)</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>1,022,562</td>
<td>1,181,739</td>
<td>2,408,418</td>
<td>1,831,270</td>
<td>577,148</td>
<td>-</td>
</tr>
</tbody>
</table>

*The NCRTD is planning on a budget surplus at the end of the year in expenditures in the amount of $1,584,020. The largest portion of the surplus is budget for capital projects outside of buying buses and payroll savings from attrition and unfilled vacancies. The deficit in the Non-RTD expenditures of $66,971 is half of the surplus GRT revenue in Santa Fe County. This deficit is offset from the additional revenue that comes in from Santa Fe County GRT. Regardless of what NCRTD budgets for RailRunner, the agreement is that half of GRT revenue automatically goes to the Rail Runner.*
Projected vs. Budget Review
FY2016 (July 1, 2015 to June 30, 2016)
Capital Expense Summary
Actuals as of December 31, 2015

<table>
<thead>
<tr>
<th>Month</th>
<th>FY16 Budget</th>
<th>FY16 Projection</th>
<th>Budget vs Actual</th>
<th>YTD Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>104,903</td>
<td>-</td>
<td>(104,903)</td>
<td>0%</td>
</tr>
<tr>
<td>August</td>
<td>104,903</td>
<td>5,119</td>
<td>(99,784)</td>
<td>5%</td>
</tr>
<tr>
<td>September</td>
<td>218,851</td>
<td>-</td>
<td>(218,851)</td>
<td>0%</td>
</tr>
<tr>
<td>October</td>
<td>218,851</td>
<td>66,521</td>
<td>(152,330)</td>
<td>30%</td>
</tr>
<tr>
<td>November</td>
<td>218,851</td>
<td>57,674</td>
<td>(161,177)</td>
<td>26%</td>
</tr>
<tr>
<td>December</td>
<td>218,851</td>
<td>119,892</td>
<td>(98,959)</td>
<td>55%</td>
</tr>
<tr>
<td>January</td>
<td>218,851</td>
<td>291,003</td>
<td>72,152</td>
<td>133%</td>
</tr>
<tr>
<td>February</td>
<td>218,851</td>
<td>575,145</td>
<td>356,294</td>
<td>263%</td>
</tr>
<tr>
<td>March</td>
<td>218,851</td>
<td>148,711</td>
<td>(70,140)</td>
<td>68%</td>
</tr>
<tr>
<td>April</td>
<td>218,851</td>
<td>1,375</td>
<td>(217,476)</td>
<td>1%</td>
</tr>
<tr>
<td>May</td>
<td>218,851</td>
<td>166,375</td>
<td>(52,476)</td>
<td>76%</td>
</tr>
<tr>
<td>June</td>
<td>218,851</td>
<td>399,455</td>
<td>180,604</td>
<td>183%</td>
</tr>
</tbody>
</table>

2,398,316 1,831,270 (567,046) 76%

Capital Assets purchased in FY2016 were as follows:
Environmental Study - Taos $5,119
14 Passenger Flex Fuel $66,521
New Plow Truck $57,674
29-Passenger Bus $119,892

Capital on Order:
(2) 18 Passengers Alt Fuel
(5) 14 Passenger
(4) Ford Transits for S310
36 Passenger
34 Passenger
Title: Investment of District Funds Summary

Prepared By: Troy Bingham, Finance Director

Background: The NCRTD established the short-term investments throughout various FDIC insured institutions in the District’s service area. The investment portfolio has increased from $5,762,536 in the 1st quarter to $6,114,491 in the 2nd quarter of FY2016. This increase was due in part to the District being able to invest excess funds from the checking account and implementing the change in our investment strategy away from low earning investments, like LGIP, to high earning secure government backed treasury securities from Linsco Private Ledger (LPL) Investments, which serves as the brokerage firm that LANB and 1st National Bank of Santa Fe use for buying securities on the open market. We use 1st National Bank of Santa Fe as our intermediary since they were willing to charge no fees for buying treasuries and LANB charges for the same service. We can use LPL Investments for other services, but any service or instrument that is not government secured or insured would not meet our investment policy guidance for safety.

In December, the Federal Reserve started the process of incrementally raising the interest rate for bank borrowing, which would raise the investment rates that bank provide their customers. As of January, our largest bank, LANB, has not raised their CD investment rates, so the investment portfolio is still under preforming the one year Treasury Certificates, with no expected change in the near future. Given the average maturity of investment portfolio is 9 months all future changes by banks will take time to reflect in the rate of return of the investment portfolio.

This report was shared at the January 22nd Finance Committee meeting and unanimously recommended for approval and forwarded to the Board for final approval.

Summary:

- As of December 31, 2015, the total investment exclusive of interest revenue was $8,312,791.
- Total earnings from interest total $11,153 since the start of the fiscal year.
- The average rate of return is .46%.
- The highest rate of return is 1.00% with Guadalupe CU (7 month term) earning the District a total of $579.13 in interest this fiscal year.
- The current quarter from October through December of 2015 earned a total of $6,324 in interest.
The District investment strategy is passive. Given this strategy, NCRTD has determined the market yields are being achieved by comparing the average District portfolio yield to the U.S. Treasury Bill. As of December 31, 2015 the six month treasury was 0.49% and the one-year treasury rates was .65%, the District is averaging a rate of return at .46% with an average length of maturity of about 9 months.

**Recommended Action:** It is recommended that the Board of Directors discuss and review the information presented in relation to the Investment Portfolio Report and move to accept as presented.

**Options/Alternatives:**
1. Take no action; or
2. Endorse the Quarterly Investment report (recommended).

**Fiscal Impact:**
None

**Attachments:**
Investment Portfolio Report as of December 31, 2015
Title: Discussion and Consideration of a Letter of Intent Regarding the Exploration of the Santa Fe Trails Transit System (City) Consolidation into the North Central Regional Transit District (District)

Prepared By: Anthony J. Mortillaro, Executive Director

Summary: The City of Santa Fe has approached the District regarding exploration of the consolidation of the Santa Fe Trails transit system into the District. The consolidation of the City transit system into the District maybe a beneficial action for both entities as follows:

i. Reduction of administrative and management costs through the elimination of duplicative functions or overhead
ii. Reduction in overall operating costs
iii. Consolidated staffing providing for flexibility in scheduling
iv. Fulfilling current and long range strategic unmet needs related to transit services
v. Improving fleet maintenance
vi. Improving technology
vii. Enabling operational efficiencies
viii. Increasing ridership and revenue
ix. Streamlining and integrating management functions
x. Eliminating duplicate maintenance facilities and costs associated with their initial construction, maintenance and future replacement or expansion
xi. Mobility management and seamless transit planning
xii. Other considerations:

- Would a consolidated transit system providing regional transit services and supported by taxes levied on a regional basis result in a rebalancing of taxes used to support transit in the City of Santa Fe and subsequently in the four county region?

- The DISTRICT needs to build a $6-$7 million transit maintenance, wash and fueling facility. The facility would require staffing and maintenance approximating $150,000 to $200,000 per year. Additionally, it is estimated that the yearly debt service over a 20 year financing period would be approximately $399,705.96 (solely related to the
maintenance facility), unless the District could acquire federal and/or state capital outlay funds to minimize the borrowed monies. The consolidation and resulting acquisition of the Santa Fe transit maintenance facility would lessen the need for the construction of this District maintenance facility (but not the wash and fueling facilities) and its resulting annual operating and maintenance costs and debt service.

It is proposed that a letter of intent enumerating expectations related to this exploration of a consolidation would express the parties’ objectives and obligations.

**Background:** Numerous documents provide for the underlying basis for these discussions or suggest exploration of transit collaboration and/or consolidation:

1. Intergovernmental Contract (IGC) Appendix “D” entered into by the City and District provides for a number of initiatives and in particular the following:
   a. In the interest of a coordinated, expanded regional public transit service network, the DISTRICT will pursue management of the following transit programs, project and services:
      i. Coordinated, integrated, consolidated and expanded local bus service wherever possible;
      ii. Plan for the operation, coordination, and expansion of regional and local public transit services within the boundaries of the District.

2. The Regional Transit Act adopted in 2003 encourages the following:
   a. Governmental units to contract with one another to provide any function, service or facility lawfully authorized to each and provide for the joint exercise of the function, service or facility including the establishment of a separate legal entity to do so;
   b. Serve the public by providing for the creation of regional networks of safe and efficient public transit services.

3. The Santa Fe Metropolitan Public Transit Master Plan adopted on June 25, 2015 by the Santa Fe MPO Transportation Policy Board provided for the following among other goals and objectives:
   a. Overarching Goal 3: increase the cost effectiveness and efficiency of service delivery;
   b. Goal 1: Have all services function as one overall seamless transit network.

4. The City of Santa Fe is exploring opportunities for cost savings, long term financial stability, efficiencies and realignment of their organization and staffing, service delivery priorities, and short and long term capital needs and infrastructure maintenance in light of fiscal challenges and current transit department vacancies.

5. The DISTRICT adopted Long Range Strategic Plan provides for a framework for the exploration of forward thinking transit service delivery and a path for the future of transit service in the four County service area over the next twenty years.

6. The DISTRICT and City of Santa Fe residents are the same constituency and it is incumbent upon the organizations to explore the consolidation of transit services and the
possible benefits accruing to those constituents that are dependent upon transit for choice riders, enhancement of coordination, cooperation and consolidation, as well as the taxpayers of the Quality of Life Tax and DISTRICT GRT transit tax.

7. The DISTRICT has successfully acquired and consolidated the following transit service providers which has resulted in cost savings to those governmental units and increased transit service to their communities: City of Espanola transit system (2007), Rio Arriba County transit system (2007), Town of Taos transit system (2015). In all three consolidations employees were not negatively impacted and the consolidation outcomes were as follows:

   a. Employees current wages were retained;
   b. The Town of Taos consolidation resulted in employees realizing pay increases of approximately $4000 per year due to the higher wages the DISTRICT pays;
   c. Employee benefits were on par or equal to District’s;
   d. Employees retained their accrued hire date and seniority for benefit purposes;
   e. Collective bargaining agreement was retained;
   f. Employees PERA contributions were reduced due to difference between District’s contribution level and prior employers and take home pay increased;
   g. Employees PERA vesting was not impacted except for those not initially vested;
   h. Transferred employees served a six month probationary period except for those that signed waivers to allow the DISTRICT to utilize their prior employment history and in those cases the employee probationary period was 90 days;
   i. The transit systems went from a fare based system to a “no fare” system.

**Recommended Action:** It is recommended that the Board authorize the Chair to sign the Letter of Intent and allow for possible modifications without returning to the Board, if those changes are not substantive.

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

**Fiscal Impact:** The NMDOT Transit and Rail Division has been requested to consider the allocation of FTA 5304 Planning funds in the approximate amount of $150,000 for the District and City to retain an experienced professional third party to analyze the consolidation of the City system with the District. The District and City would share the matching contribution of 20% equally. The analysis would be jointly managed by the District, City and NMDOT Transit and Rail Division. Initially $15,000 is the Districts matching contribution for 5304 planning funds.

**Attachments:**
Letter of Intent
LETTER OF INTENT BETWEEN THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT (DISTRICT) AND THE CITY OF SANTA FE (CITY) COLLECTIVELY KNOWN AS THE PARTIES REGARDING THE ANALYSIS AND THE FEASIBILITY OF A CONSOLIDATED TRANSIT SYSTEM.

Whereas, the District and the City both operate separate transit systems serving the City of Santa Fe; and

Whereas, the District and the City have an interest in working to identify opportunities to achieve increased coordination, cost efficiencies and consolidation of the City system by the District; and

Whereas, the District annually contributes funding in excess of $950,000.00 to the City for services operated by the City deemed to be regional in nature as defined in the District’s Financial Policies; and

Whereas, the City currently levies a ¼ cent Municipal Gross Receipts tax which is dedicated to the public bus system and quality of life purposes of which approximately 62% is historically allocated to the public bus system; and

Whereas, the Parties desire to express their intent regarding exploration of the feasibility of a consolidation; and

Whereas, this letter of intent is entered into so that the Parties can proceed with funding for an analysis regarding consolidation; and

Whereas, the Parties agree to proceed in good faith to explore the recommendations contained within the consolidation study.

NOW, THEREFORE, THE DISTRICT AND CITY HEREBY AGREE AS FOLLOWS:

The City and District agree, to further explore the feasibility of consolidating the Santa Fe transit system into the District, with a goal of achieving uninterrupted and seamless service in 2016. The Parties agree and understand that this Letter of Intent is preliminary to any final agreement and anticipated the following actions will be taken following execution of this Letter of Intent:

A. The District will request $150,000.00 in Federal Transit Administration (FTA) Section 5304 Planning funds through the New Mexico Department of Transportation (NMDOT). The funding being sought is for the explicit purpose of retaining a firm to analyze the
possibility of a consolidation of the City transit system into the District. If such FTA funds are awarded a matching requirement of 20% is required.

B. The District will contribute the 20% matching funds requirement. The City will pay to the District an amount equal to 50% of the matching funds requirement upon receipt of an invoice from the District.

C. The District as the recipient of said funds will enter into all agreements required by the NMDOT.

D. The District will prepare all Request for Proposal’s, Scope of Work and all other pertinent documents for solicitation of consultants for the consolidation study. The City will provide review and input into the solicitation documents. The solicitation will occur pursuant to the District’s procurement rules and regulations and pursuant to FTA requirements.

E. The District and City will be participants in the selection of a qualified proposer for the study.

F. The District will enter into a contract with the successful proposer.

G. The District and City agree that in the event that a consolidation is recommended and the Parties agree to pursue such consolidation, that the form of Governance will be pursuant to the Intergovernmental Contract (IGC) currently in existence between the Parties and the other Thirteen (13) members of the District pursuant to the Regional Transit Act.

H. The City and District agree and acknowledge that this document is a letter of intent. The Parties agree to enter into this letter of intent in good faith to explore consolidation of the City transit system into the District subject to the conditions outlined above; however, if unforeseen or changing legal or financial conditions preclude the ability of either the City or the District to agree to a consolidation as contemplated herein, or if the necessary approval(s) are not obtained, then this document shall be of no further force and effect upon the notification of one party to the other excepting only the Parties commitment to pay matching funds if a section 5304 grant is received.

This letter of intent is entered into as authorized by the Santa Fe City Council and the North Central Regional Transit District Board of Directors.

For the District:  

____________________________  ____________________________

Daniel Barrone, Chairman  Javier Gonzales, Mayor

____________________________  ____________________________

Date  Date
North Central Regional Transit District
Financial Summary
As of January 31, 2016

Summary:
The North Central Regional Transit District (NCRTD) is currently reporting the seven months of financial activity. The expenses/revenues that should be reported for the period through January 31, 2016, which represents 58.33% of the budget.

The monthly budget figures for the federal grant revenues and expenditure figures from the charts/tables have been divided using a straight-line method (1/12 increments). The GRT monthly budget figures are allocated utilizing trends from the last six fiscal years. NCRTD reports financials that follow GAAFR (Governmental Accounting, Auditing, and Financial Reporting). The charts/tables compare the current year revenues and expenditures to the previous year.

Financial Highlights

Revenue:
As of January 31, 2016, total revenues of $5,221,611 have been received, which is 41.6% of budgeted revenues. NCRTD has $3,873,948 of GRT through December and $1,072,091 of Federal grant revenues through December.

Expenditures:
As of January 31, 2016, NCRTD recognized expenditures totaling $4,746,423 which is 37.8% of total budgeted expenditures.

Of which $1,026,524 was spent in January, $113,515 was in Administration, $785,516 in Operations and $127,493 in Capital Outlay. Administration has spent 50.8%, Operations 41.8% and Capital Outlay 15.7% of its budgets year to date.

Other Matters:
N/A
As of January 31, 2016

Overall Revenue/Expenses FY 16

<table>
<thead>
<tr>
<th>Month</th>
<th>Budget Revenue FY16</th>
<th>Current Year FY16 Actuals Revenue</th>
<th>Budget Expenses FY16</th>
<th>Current Year FY16 Actuals Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>935,945</td>
<td>94,428</td>
<td>935,945</td>
<td>273,848</td>
</tr>
<tr>
<td>August</td>
<td>935,945</td>
<td>66,895</td>
<td>935,945</td>
<td>607,663</td>
</tr>
<tr>
<td>September</td>
<td>935,945</td>
<td>674,360</td>
<td>935,945</td>
<td>249,172</td>
</tr>
<tr>
<td>October</td>
<td>1,082,301</td>
<td>913,503</td>
<td>1,082,301</td>
<td>966,567</td>
</tr>
<tr>
<td>November</td>
<td>1,082,301</td>
<td>1,574,056</td>
<td>1,082,301</td>
<td>709,030</td>
</tr>
<tr>
<td>December</td>
<td>1,082,301</td>
<td>844,838</td>
<td>1,082,301</td>
<td>913,619</td>
</tr>
<tr>
<td>January</td>
<td>1,082,301</td>
<td>1,053,531</td>
<td>1,082,301</td>
<td>1,026,524</td>
</tr>
<tr>
<td>February</td>
<td>1,082,301</td>
<td>1,082,301</td>
<td>1,082,301</td>
<td>1,082,301</td>
</tr>
<tr>
<td>March</td>
<td>1,082,301</td>
<td>1,082,301</td>
<td>1,082,301</td>
<td>1,082,301</td>
</tr>
<tr>
<td>April</td>
<td>1,082,301</td>
<td>1,082,301</td>
<td>1,082,301</td>
<td>1,082,301</td>
</tr>
<tr>
<td>May</td>
<td>1,082,301</td>
<td>1,082,301</td>
<td>1,082,301</td>
<td>1,082,301</td>
</tr>
<tr>
<td>June</td>
<td>1,082,301</td>
<td>1,082,301</td>
<td>1,082,301</td>
<td>1,082,301</td>
</tr>
<tr>
<td>Totals</td>
<td>$12,548,543</td>
<td>$5,221,611</td>
<td>$12,548,543</td>
<td>$4,746,423</td>
</tr>
</tbody>
</table>

* Due to year end accruals in preparation of financial statements additional expenses/revenues could be attributed to June and will be reflected in the FY2016 financial statements.
MONTHLY BOARD REPORT
FY2016 (July 1, 2015 to June 30, 2016)
NCRTD Revenue by Sources
As of January 31, 2016

<table>
<thead>
<tr>
<th>Source</th>
<th>2013 Actual</th>
<th>2014 Budget</th>
<th>2014 Actual</th>
<th>2015 Actual</th>
<th>2016 Budget</th>
<th>2016 Actual</th>
<th>% of Actual vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Receipt</td>
<td>$6,871,271</td>
<td>$6,757,529</td>
<td>$6,941,122</td>
<td>$7,247,360</td>
<td>$6,903,500</td>
<td>$3,873,948</td>
<td>56.1%</td>
</tr>
<tr>
<td>Fed Grant</td>
<td>$1,957,128</td>
<td>$2,198,429</td>
<td>$1,902,036</td>
<td>$1,762,384</td>
<td>$3,781,539</td>
<td>$1,072,091</td>
<td>28.4%</td>
</tr>
<tr>
<td>State Capital/Outlay</td>
<td>$-</td>
<td>$170,000</td>
<td>$161,188</td>
<td>$-</td>
<td>$301,312</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Local Match</td>
<td>$500,000</td>
<td>$450,000</td>
<td>$450,000</td>
<td>$400,000</td>
<td>$350,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Member Contributions</td>
<td>$80,344</td>
<td>$156,154</td>
<td>$194,418</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>194.4%</td>
</tr>
<tr>
<td>Use of Fund Balance</td>
<td>$333,000</td>
<td>$-</td>
<td>-</td>
<td>$688,552</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Misc Revenues</td>
<td>$24,312</td>
<td>$60,500</td>
<td>$53,637</td>
<td>$105,967</td>
<td>$443,296</td>
<td>$119,418</td>
<td>26.9%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$9,685,711</td>
<td>$9,636,458</td>
<td>$9,507,983</td>
<td>$9,515,711</td>
<td>$12,548,543</td>
<td>$5,221,611</td>
<td>41.6%</td>
</tr>
</tbody>
</table>
MONTHLY BOARD REPORT
FY2016 (July 1, 2015 to June 30, 2016)
Gross Receipts Revenue By County

LOS ALAMOS COUNTY

<table>
<thead>
<tr>
<th>Date Received</th>
<th>Actual</th>
<th>Budget</th>
<th>of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul-15</td>
<td>$116,870</td>
<td>$106,697</td>
<td>110%</td>
</tr>
<tr>
<td>Aug-15</td>
<td>$138,688</td>
<td>$108,045</td>
<td>128%</td>
</tr>
<tr>
<td>Sep-15</td>
<td>$279,213</td>
<td>$212,660</td>
<td>131%</td>
</tr>
<tr>
<td>Oct-15</td>
<td>$28,496</td>
<td>$24,500</td>
<td>116%</td>
</tr>
<tr>
<td>Nov-15</td>
<td>$93,942</td>
<td>$83,423</td>
<td>113%</td>
</tr>
<tr>
<td>Dec-15</td>
<td>$101,662</td>
<td>$82,075</td>
<td>124%</td>
</tr>
<tr>
<td>Jan-16</td>
<td>-</td>
<td>$100,450</td>
<td>0%</td>
</tr>
<tr>
<td>Feb-16</td>
<td>-</td>
<td>$59,045</td>
<td>0%</td>
</tr>
<tr>
<td>Mar-16</td>
<td>-</td>
<td>$95,550</td>
<td>0%</td>
</tr>
<tr>
<td>Apr-16</td>
<td>-</td>
<td>$161,455</td>
<td>0%</td>
</tr>
<tr>
<td>May-16</td>
<td>-</td>
<td>$101,185</td>
<td>0%</td>
</tr>
<tr>
<td>Jun-16</td>
<td>-</td>
<td>$89,915</td>
<td>0%</td>
</tr>
<tr>
<td>YTD Total</td>
<td>$758,871</td>
<td>$1,225,000</td>
<td>62%</td>
</tr>
</tbody>
</table>
MONTHLY BOARD REPORT
FY2016 (July 1, 2015 to June 30, 2016)
Gross Receipts Revenue By County

RIO ARRIBA COUNTY

<table>
<thead>
<tr>
<th>Date Received</th>
<th>Actual</th>
<th>Budget</th>
<th>Actual Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul-15</td>
<td>$53,233</td>
<td>$51,108</td>
<td>104%</td>
</tr>
<tr>
<td>Aug-15</td>
<td>$45,322</td>
<td>$52,473</td>
<td>86%</td>
</tr>
<tr>
<td>Sep-15</td>
<td>$53,311</td>
<td>$51,506</td>
<td>104%</td>
</tr>
<tr>
<td>Oct-15</td>
<td>$50,632</td>
<td>$51,790</td>
<td>98%</td>
</tr>
<tr>
<td>Nov-15</td>
<td>$56,629</td>
<td>$46,105</td>
<td>123%</td>
</tr>
<tr>
<td>Dec-15</td>
<td>$52,583</td>
<td>$52,643</td>
<td>100%</td>
</tr>
<tr>
<td>Jan-16</td>
<td>-</td>
<td>$42,353</td>
<td>0%</td>
</tr>
<tr>
<td>Feb-16</td>
<td>-</td>
<td>$38,715</td>
<td>0%</td>
</tr>
<tr>
<td>Mar-16</td>
<td>-</td>
<td>$43,092</td>
<td>0%</td>
</tr>
<tr>
<td>Apr-16</td>
<td>-</td>
<td>$42,240</td>
<td>0%</td>
</tr>
<tr>
<td>May-16</td>
<td>-</td>
<td>$44,968</td>
<td>0%</td>
</tr>
<tr>
<td>Jun-16</td>
<td>-</td>
<td>$51,506</td>
<td>0%</td>
</tr>
<tr>
<td><strong>YTD Total</strong></td>
<td>$311,710</td>
<td>$568,500</td>
<td>55%</td>
</tr>
</tbody>
</table>
### MONTHLY BOARD REPORT
FY2016 (July 1, 2015 to June 30, 2016)
Gross Receipts Revenue By County

#### SANTA FE COUNTY

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual</th>
<th>Budget</th>
<th>Actual Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul-15</td>
<td>$408,793</td>
<td>$374,530</td>
<td>109%</td>
</tr>
<tr>
<td>Aug-15</td>
<td>$378,033</td>
<td>$384,850</td>
<td>98%</td>
</tr>
<tr>
<td>Sep-15</td>
<td>$387,492</td>
<td>$371,090</td>
<td>104%</td>
</tr>
<tr>
<td>Oct-15</td>
<td>$372,493</td>
<td>$356,900</td>
<td>104%</td>
</tr>
<tr>
<td>Nov-15</td>
<td>$333,369</td>
<td>$333,250</td>
<td>100%</td>
</tr>
<tr>
<td>Dec-15</td>
<td>$396,434</td>
<td>$414,090</td>
<td>96%</td>
</tr>
<tr>
<td>Jan-16</td>
<td>-</td>
<td>$310,460</td>
<td>0%</td>
</tr>
<tr>
<td>Feb-16</td>
<td>-</td>
<td>$307,880</td>
<td>0%</td>
</tr>
<tr>
<td>Mar-16</td>
<td>-</td>
<td>$356,470</td>
<td>0%</td>
</tr>
<tr>
<td>Apr-16</td>
<td>-</td>
<td>$337,550</td>
<td>0%</td>
</tr>
<tr>
<td>May-16</td>
<td>-</td>
<td>$352,600</td>
<td>0%</td>
</tr>
<tr>
<td>Jun-16</td>
<td>-</td>
<td>$400,330</td>
<td>0%</td>
</tr>
<tr>
<td><strong>YTD Total</strong></td>
<td><strong>$2,276,614</strong></td>
<td><strong>$4,300,000</strong></td>
<td><strong>53%</strong></td>
</tr>
</tbody>
</table>

**Note one-half of the SF County GRT is allocated to Rio Metro**
## MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)
Gross Receipts Revenue By County

### TAOS COUNTY

<table>
<thead>
<tr>
<th>Date Received</th>
<th>Actual</th>
<th>Budget</th>
<th>of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul-15</td>
<td>$87,557</td>
<td>$73,953</td>
<td>118%</td>
</tr>
<tr>
<td>Aug-15</td>
<td>$75,544</td>
<td>$69,579</td>
<td>109%</td>
</tr>
<tr>
<td>Sep-15</td>
<td>$92,114</td>
<td>$67,554</td>
<td>136%</td>
</tr>
<tr>
<td>Oct-15</td>
<td>$81,318</td>
<td>$65,610</td>
<td>124%</td>
</tr>
<tr>
<td>Nov-15</td>
<td>$87,479</td>
<td>$58,482</td>
<td>150%</td>
</tr>
<tr>
<td>Dec-15</td>
<td>$102,741</td>
<td>$87,318</td>
<td>118%</td>
</tr>
<tr>
<td>Jan-16</td>
<td>-</td>
<td>$60,507</td>
<td>0%</td>
</tr>
<tr>
<td>Feb-16</td>
<td>-</td>
<td>$62,856</td>
<td>0%</td>
</tr>
<tr>
<td>Mar-16</td>
<td>-</td>
<td>$72,900</td>
<td>0%</td>
</tr>
<tr>
<td>Apr-16</td>
<td>-</td>
<td>$57,996</td>
<td>0%</td>
</tr>
<tr>
<td>May-16</td>
<td>-</td>
<td>$60,669</td>
<td>0%</td>
</tr>
<tr>
<td>Jun-16</td>
<td>-</td>
<td>$72,576</td>
<td>0%</td>
</tr>
<tr>
<td><strong>YTD Total</strong></td>
<td>$526,753</td>
<td>$810,000</td>
<td>65%</td>
</tr>
</tbody>
</table>
MONTHLY BOARD REPORT
FY2016 (July 1, 2015 to June 30, 2016)

Gross Receipts Revenue

<table>
<thead>
<tr>
<th>MONTHLY BOARD REPORT FY2016</th>
<th>Budget</th>
<th>Actual</th>
<th>Actual Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>$606,288</td>
<td>$666,453</td>
<td>110%</td>
</tr>
<tr>
<td>August</td>
<td>$614,947</td>
<td>$637,587</td>
<td>104%</td>
</tr>
<tr>
<td>September</td>
<td>$702,810</td>
<td>$812,130</td>
<td>116%</td>
</tr>
<tr>
<td>October</td>
<td>$498,800</td>
<td>$532,939</td>
<td>107%</td>
</tr>
<tr>
<td>November</td>
<td>$521,260</td>
<td>$571,419</td>
<td>110%</td>
</tr>
<tr>
<td>December</td>
<td>$636,126</td>
<td>$653,420</td>
<td>110%</td>
</tr>
<tr>
<td>January</td>
<td>$513,770</td>
<td>-</td>
<td>103%</td>
</tr>
<tr>
<td>February</td>
<td>$468,496</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>March</td>
<td>$568,012</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>April</td>
<td>$599,241</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>May</td>
<td>$559,422</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>June</td>
<td>$614,327</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Total:**
$6,903,500 $3,873,948 108%

<table>
<thead>
<tr>
<th></th>
<th>Prior Year FY2015</th>
<th>Current Year FY2016</th>
<th>Inc/Dec from Prior Year to Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>$640,624</td>
<td>$666,453</td>
<td>$25,829</td>
</tr>
<tr>
<td>August</td>
<td>$586,498</td>
<td>$637,587</td>
<td>$51,089</td>
</tr>
<tr>
<td>September</td>
<td>$711,747</td>
<td>$812,130</td>
<td>$100,383</td>
</tr>
<tr>
<td>October</td>
<td>$524,099</td>
<td>$532,939</td>
<td>$8,840</td>
</tr>
<tr>
<td>November</td>
<td>$524,404</td>
<td>$571,419</td>
<td>$47,015</td>
</tr>
<tr>
<td>December</td>
<td>$658,103</td>
<td>$653,420</td>
<td>$(4,683)</td>
</tr>
<tr>
<td>January</td>
<td>$557,752</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>February</td>
<td>$442,578</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>March</td>
<td>$568,669</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>April</td>
<td>$725,956</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>May</td>
<td>$602,505</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>June</td>
<td>$704,185</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Total:**
$7,247,120 $3,873,948 $228,473

2/24/2016 Unaudited financials-For Board and Management purposes/review
MONTHLY BOARD REPORT
FY2016 (July 1, 2015 to June 30, 2016)

Grant Revenue

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual FY15</th>
<th>Budget FY16</th>
<th>Actual FY16</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>$98,061</td>
<td>$244,799</td>
<td>$128,685</td>
<td>$30,624</td>
</tr>
<tr>
<td>August</td>
<td>$96,946</td>
<td>$244,799</td>
<td>$145,446</td>
<td>$48,500</td>
</tr>
<tr>
<td>September</td>
<td>$160,962</td>
<td>$244,799</td>
<td>$223,878</td>
<td>$62,916</td>
</tr>
<tr>
<td>October</td>
<td>$167,516</td>
<td>$338,571</td>
<td>$203,353</td>
<td>$35,837</td>
</tr>
<tr>
<td>November</td>
<td>$126,083</td>
<td>$338,571</td>
<td>$134,896</td>
<td>$8,813</td>
</tr>
<tr>
<td>December</td>
<td>$123,492</td>
<td>$338,571</td>
<td>$235,833</td>
<td>$112,341</td>
</tr>
<tr>
<td>January</td>
<td>$101,591</td>
<td>$338,571</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>February</td>
<td>$106,716</td>
<td>$338,571</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>March</td>
<td>$67,879</td>
<td>$338,571</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>April</td>
<td>$124,015</td>
<td>$338,571</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>May</td>
<td>$133,931</td>
<td>$338,571</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>June</td>
<td>$455,192</td>
<td>$338,571</td>
<td>$-</td>
<td></td>
</tr>
</tbody>
</table>

$1,902,037  $1,762,384  $1,072,091  $(690,293)

2/24/2016 Unaudited financials-For Board and Management purposes/review
## FY14 Actual
- Salaries: $1,764,308
- Employee Benefits: $709,864
- Health & Wellness/Promotions: $- 
- Vehicle Maintenance, Repairs: $209,623
- Utilities (phone, gas, electric, cell): $38,486
- Advertising: $61,715
- Insurance (property, WC Ins, gen liab, vehicle, civil rights): $87,589
- Equipment & Building Expense: $36,948
- Travel, meetings, lodging and per diem: $30,111
- Contractual Services: $333,948
- Audit: $23,219
- Dues, Licenses and Fees: $5,826
- Fuel: $410,199
- Training & Registration fees: $8,825
- Railrunner, City of SF and Los Alamos: $4,387,272
- Capital Expenses: $709,563
- TOTAL: $8,854,701

## FY15 Actual
- Salaries: $1,831,697
- Employee Benefits: $830,082
- Health & Wellness/Promotions: $2,555
- Vehicle Maintenance, Repairs: $281,344
- Utilities (phone, gas, electric, cell): $33,084
- Advertising: $82,687
- Insurance (property, WC Ins, gen liab, vehicle, civil rights): $95,406
- Equipment & Building Expense: $36,443
- Travel, meetings, lodging and per diem: $34,092
- Contractual Services: $100,842
- Audit: $23,433
- Dues, Licenses and Fees: $15,961
- Fuel: $352,857
- Training & Registration fees: $15,902
- Railrunner, City of SF and Los Alamos: $10,087
- Capital Expenses: $374,409
- TOTAL: $8,534,297

## FY16 Budget
- Salaries: $2,773,718
- Employee Benefits: $1,245,195
- Health & Wellness/Promotions: $7,500
- Vehicle Maintenance, Repairs: $260,700
- Utilities (phone, gas, electric, cell): $51,751
- Advertising: $100,842
- Insurance (property, WC Ins, gen liab, vehicle, civil rights): $115,196
- Equipment & Building Expense: $76,735
- Travel, meetings, lodging and per diem: $41,245
- Contractual Services: $115,806
- Audit: $71,157
- Dues, Licenses and Fees: $15,765
- Fuel: $23,581
- Training & Registration fees: $13,877
- Railrunner, City of SF and Los Alamos: $79,110
- Capital Expenses: $376,699
- TOTAL: $12,548,543

## FY16 Actual
- Salaries: $1,297,750
- Employee Benefits: $590,908
- Health & Wellness/Promotions: $24,555
- Vehicle Maintenance, Repairs: $203,860
- Utilities (phone, gas, electric, cell): $24,555
- Advertising: $71,157
- Insurance (property, WC Ins, gen liab, vehicle, civil rights): $115,806
- Equipment & Building Expense: $79,110
- Travel, meetings, lodging and per diem: $13,877
- Contractual Services: $103,749
- Audit: $71,157
- Dues, Licenses and Fees: $15,756
- Fuel: $23,581
- Training & Registration fees: $13,877
- Railrunner, City of SF and Los Alamos: $79,110
- Capital Expenses: $376,699
- TOTAL: $4,746,423

### Year to Date Budget Variance
- **Comparative Expenses by Type**
- **FY16 Budget Variance:** 58.33%
- **FY16 Actual Variance:** 37.8%
MONTHLY BOARD REPORT
FY2016 (July 1, 2015 to June 30, 2016)
NCRTD BUDGET EXPENDITURES OVERALL
As of January 31, 2016

<table>
<thead>
<tr>
<th>Month</th>
<th>FY13 Actual</th>
<th>FY14 Actual</th>
<th>FY15 Actual</th>
<th>Budget FY16</th>
<th>FY16 Actual</th>
<th>Inc/Dec of Budget vs Actual</th>
<th>Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>$355,735</td>
<td>$598,912</td>
<td>$546,007</td>
<td>$935,944.92</td>
<td>$273,848</td>
<td>$662,097</td>
<td>29.3%</td>
</tr>
<tr>
<td>August</td>
<td>$634,121</td>
<td>$511,240</td>
<td>$464,828</td>
<td>$935,944.92</td>
<td>$607,663</td>
<td>$328,282</td>
<td>64.9%</td>
</tr>
<tr>
<td>September</td>
<td>$724,752</td>
<td>$359,189</td>
<td>$313,124</td>
<td>$1,067,665.32</td>
<td>$249,172</td>
<td>$818,493</td>
<td>23.3%</td>
</tr>
<tr>
<td>October</td>
<td>$367,785</td>
<td>$341,082</td>
<td>$294,912</td>
<td>$1,067,665.32</td>
<td>$966,567</td>
<td>$101,098</td>
<td>90.5%</td>
</tr>
<tr>
<td>November</td>
<td>$977,721</td>
<td>$829,750</td>
<td>$783,580</td>
<td>$1,067,665.32</td>
<td>$709,030</td>
<td>$358,635</td>
<td>66.4%</td>
</tr>
<tr>
<td>December</td>
<td>$455,530</td>
<td>$675,551</td>
<td>$625,552</td>
<td>$1,067,665.32</td>
<td>$913,619</td>
<td>$154,046</td>
<td>85.6%</td>
</tr>
<tr>
<td>January</td>
<td>$422,342</td>
<td>$1,585,995</td>
<td>$1,534,559</td>
<td>$1,067,665.32</td>
<td>$1,026,524</td>
<td>$41,141</td>
<td>96.1%</td>
</tr>
<tr>
<td>February</td>
<td>$487,459</td>
<td>$534,985</td>
<td>$287,772</td>
<td>$1,067,665.32</td>
<td>-</td>
<td>$1,067,665</td>
<td>0.0%</td>
</tr>
<tr>
<td>March</td>
<td>$573,082</td>
<td>$480,519</td>
<td>$429,154</td>
<td>$1,067,665.32</td>
<td>-</td>
<td>$1,067,665</td>
<td>0.0%</td>
</tr>
<tr>
<td>April</td>
<td>$905,718</td>
<td>$684,123</td>
<td>$1,339,437</td>
<td>$1,067,665.32</td>
<td>-</td>
<td>$1,067,665</td>
<td>0.0%</td>
</tr>
<tr>
<td>May</td>
<td>$2,563,210</td>
<td>$826,045</td>
<td>$934,795</td>
<td>$1,067,665.32</td>
<td>-</td>
<td>$1,067,665</td>
<td>0.0%</td>
</tr>
<tr>
<td>June</td>
<td>$292,818</td>
<td>$1,427,310</td>
<td>$1,300,982</td>
<td>$1,067,665.32</td>
<td>-</td>
<td>$1,067,665</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

$ 8,760,274 $ 8,854,701 $ 8,854,701 $ 12,548,543 $ 4,746,423 $ 7,802,120 37.8%

2/24/2016 Unaudited financials-For Board and Management purposes/review
MONTHLY BOARD REPORT
FY2016 (July 1, 2015 to June 30, 2016)
Administration Expense Summary
As of January 31, 2016

Budget to Actual FY2014/FY2015 Comparative

<table>
<thead>
<tr>
<th></th>
<th>Actual FY14</th>
<th>Actual FY15</th>
<th>Budget FY16</th>
<th>Actual FY16</th>
<th>Inc/Dec of Budget vs Actual</th>
<th>Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>$ 99,342</td>
<td>$ 36,996</td>
<td>$ 111,744</td>
<td>$ 76,354</td>
<td>$ 35,390</td>
<td>68.3%</td>
</tr>
<tr>
<td>August</td>
<td>$ 56,248</td>
<td>$ 65,796</td>
<td>$ 111,744</td>
<td>$ 154,434</td>
<td>$(42,690)</td>
<td>138.2%</td>
</tr>
<tr>
<td>September</td>
<td>$ 77,618</td>
<td>$ 79,531</td>
<td>$ 114,302</td>
<td>$ 75,888</td>
<td>$ 38,414</td>
<td>66.4%</td>
</tr>
<tr>
<td>October</td>
<td>$ 77,447</td>
<td>$ 107,450</td>
<td>$ 114,302</td>
<td>$ 114,095</td>
<td>$ 207</td>
<td>99.8%</td>
</tr>
<tr>
<td>November</td>
<td>$ 84,993</td>
<td>$ 92,871</td>
<td>$ 114,302</td>
<td>$ 72,212</td>
<td>$ 42,090</td>
<td>63.2%</td>
</tr>
<tr>
<td>December</td>
<td>$ 63,622</td>
<td>$ 69,805</td>
<td>$ 114,302</td>
<td>$ 88,349</td>
<td>$ 25,953</td>
<td>77.3%</td>
</tr>
<tr>
<td>January</td>
<td>$ 110,423</td>
<td>$ 82,409</td>
<td>$ 114,302</td>
<td>$ 113,515</td>
<td>$ 787</td>
<td>99.3%</td>
</tr>
<tr>
<td>February</td>
<td>$ 76,028</td>
<td>$ 114,696</td>
<td>$ 114,302</td>
<td>$ 114,302</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>March</td>
<td>$ 72,862</td>
<td>$ 110,596</td>
<td>$ 114,302</td>
<td>$ 114,302</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>April</td>
<td>$ 83,438</td>
<td>$ 93,933</td>
<td>$ 114,302</td>
<td>$ 114,302</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>May</td>
<td>$ 102,701</td>
<td>$ 107,700</td>
<td>$ 114,302</td>
<td>$ 114,302</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>June</td>
<td>$ 74,894</td>
<td>$ 165,099</td>
<td>$ 114,302</td>
<td>$ 114,302</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ 979,616</td>
<td>$ 1,126,883</td>
<td>$ 1,366,506</td>
<td>$ 694,847</td>
<td>$ 671,659</td>
<td>50.8%</td>
</tr>
</tbody>
</table>
MONTHLY BOARD REPORT
FY2016 (July 1, 2015 to June 30, 2016)
Operating Expense Summary
As of January 31, 2016

Budget to Actual FY2014/FY2015 Comparative

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual FY14</th>
<th>Actual FY15</th>
<th>Budget FY16</th>
<th>Actual FY16</th>
<th>Inc/Dec of Budget vs Actual</th>
<th>Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>$446,665</td>
<td>$165,544</td>
<td>$719,298</td>
<td>$197,494</td>
<td>$521,804</td>
<td>27.5%</td>
</tr>
<tr>
<td>August</td>
<td>$408,580</td>
<td>$411,069</td>
<td>$719,298</td>
<td>$448,110</td>
<td>$271,188</td>
<td>62.3%</td>
</tr>
<tr>
<td>September</td>
<td>$204,531</td>
<td>$415,730</td>
<td>$734,512</td>
<td>$173,284</td>
<td>$561,228</td>
<td>23.6%</td>
</tr>
<tr>
<td>October</td>
<td>$217,465</td>
<td>$1,168,758</td>
<td>$734,512</td>
<td>$785,951</td>
<td>$(51,439)</td>
<td>107.0%</td>
</tr>
<tr>
<td>November</td>
<td>$602,638</td>
<td>$275,448</td>
<td>$734,512</td>
<td>$579,144</td>
<td>$155,368</td>
<td>78.8%</td>
</tr>
<tr>
<td>December</td>
<td>$561,929</td>
<td>$205,224</td>
<td>$734,512</td>
<td>$705,378</td>
<td>$29,134</td>
<td>96.0%</td>
</tr>
<tr>
<td>January</td>
<td>$1,304,199</td>
<td>$393,437</td>
<td>$734,512</td>
<td>$785,516</td>
<td>$(51,004)</td>
<td>106.9%</td>
</tr>
<tr>
<td>February</td>
<td>$211,744</td>
<td>$753,200</td>
<td>$734,512</td>
<td>$734,512</td>
<td>$0.0%</td>
<td>0.0%</td>
</tr>
<tr>
<td>March</td>
<td>$350,376</td>
<td>$811,276</td>
<td>$734,512</td>
<td>$734,512</td>
<td>$0.0%</td>
<td>0.0%</td>
</tr>
<tr>
<td>April</td>
<td>$1,094,811</td>
<td>$819,256</td>
<td>$734,512</td>
<td>$734,512</td>
<td>$0.0%</td>
<td>0.0%</td>
</tr>
<tr>
<td>May</td>
<td>$736,145</td>
<td>$432,325</td>
<td>$734,512</td>
<td>$734,512</td>
<td>$0.0%</td>
<td>0.0%</td>
</tr>
<tr>
<td>June</td>
<td>$1,022,562</td>
<td>$1,181,739</td>
<td>$734,512</td>
<td>$734,512</td>
<td>$0.0%</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$7,161,646</strong></td>
<td><strong>$7,033,005</strong></td>
<td><strong>$8,783,719</strong></td>
<td><strong>$3,674,877</strong></td>
<td><strong>$5,108,842</strong></td>
<td><strong>41.8%</strong></td>
</tr>
</tbody>
</table>
MONTHLY BOARD REPORT
FY2016 (July 1, 2015 to June 30, 2016)
Capital Expense Summary
As of January 31, 2016

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual FY14</th>
<th>Actual FY15</th>
<th>Budget FY16</th>
<th>Actual FY16</th>
<th>Inc/Dec of Budget vs Actual</th>
<th>Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>$ - 23,987</td>
<td>$- 104,903</td>
<td>$ - 104,903</td>
<td>$ - 104,903</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>August</td>
<td>$ 30,974</td>
<td>$ 47,975</td>
<td>$ 218,851</td>
<td>$ 99,784</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>September</td>
<td>$ 95,949</td>
<td>$ 2,194</td>
<td>$ 218,851</td>
<td>$ 66,521</td>
<td>30%</td>
<td>30%</td>
</tr>
<tr>
<td>October</td>
<td>$ 55,184</td>
<td>$ 66,521</td>
<td>$ 218,851</td>
<td>$ 152,330</td>
<td>26%</td>
<td>26%</td>
</tr>
<tr>
<td>November</td>
<td>$ 119,937</td>
<td>$ 127,493</td>
<td>$ 218,851</td>
<td>$ 98,959</td>
<td>55%</td>
<td>55%</td>
</tr>
<tr>
<td>December</td>
<td>$ 5,916</td>
<td>$ - 218,851</td>
<td>$ - 218,851</td>
<td>$ 91,358</td>
<td>58%</td>
<td>58%</td>
</tr>
<tr>
<td>January</td>
<td>$ 161,188</td>
<td>$ 218,851</td>
<td>$ 218,851</td>
<td>$ 218,851</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>February</td>
<td>$ 95,949</td>
<td>$ 218,851</td>
<td>$ 218,851</td>
<td>$ 218,851</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>March</td>
<td>$ 203,526</td>
<td>$ 218,851</td>
<td>$ 218,851</td>
<td>$ 218,851</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>April</td>
<td>$ 18,078</td>
<td>$ 218,851</td>
<td>$ 218,851</td>
<td>$ 218,851</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>May</td>
<td>$ 47,993</td>
<td>$ 218,851</td>
<td>$ 218,851</td>
<td>$ 218,851</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>June</td>
<td>$ 239,318</td>
<td>$ 218,851</td>
<td>$ 218,851</td>
<td>$ 2,021,619</td>
<td>15.7%</td>
<td>15.7%</td>
</tr>
</tbody>
</table>

$ 713,439 $ 374,409 $ 2,398,318 $ 376,699 $ 2,021,619

2/24/2016 Unaudited financials-For Board and Management purposes/review
CALL TO ORDER: Councilor Pete Sheehey, Chair

Roll Call:

ITEMS FOR DISCUSSION/RECOMMENDATION

A. Draft Bylaw Amendments
   Sponsor: Anthony Mortillaro, NCRTD Executive Director and Peter Dwyer, Legal Counsel.
   Attachment

B. Compensation Study Results
   Sponsor: Anthony Mortillaro, NCRTD Executive Director and Daria Veprek, Human Resources Director.
   Attachment

C. CLOSED SESSION
   Closed session of the meeting pursuant to NMSA 1978, Section 10-15-1 (H) (5) regarding “collective bargaining” for the discussion of bargaining strategy preliminary to collective bargaining negotiations.
   Reconvene in Open Session: Possible action item(s) from closed session.

D. Mid-Year Budget Review
   Sponsor: Anthony Mortillaro, NCRTD Executive Director and Troy Bingham, Finance Director.
   Attachment

E. Quarterly Investment Report
   Sponsor: Anthony Mortillaro, NCRTD Executive Director and Troy Bingham, Finance Director.
   Attachment

F. Minutes
   None – No meeting in December, 2015

MATTERS FROM THE SUBCOMMITTEE

ADJOURN

If you are an individual with a disability who is 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.
Finance Subcommittee
Meeting January 22, 2016
9:00 a.m.

Board Members Present: Councilor Pete Sheehy–Los Alamos County, Commissioner Miguel Chavez–Santa Fe County (Telephonic), Leandro Cordova-Taos County (Telephonic)

Staff Present: Anthony Mortillaro, Troy Bingham, Daria Veprek, Jackie Trujillo

Guest(s) Present: Peter Dwyer (Telephonic), Mike Swallow, David Calvin

Absent: Alex Naranjo–Rio Arriba County, Christy Van Buren-Ohkay Owingeh, Henry Roybal–Santa Fe County, Jon Bulthuis-City of Santa Fe, County, Philo Shelton-Los Alamos County, Jim Fambro-Taos County, Tessa Jo Mascarenas-Santa Fe County, Thomas Campos-Rio Arriba County

Transcribed By: Jackie Trujillo-Executive Assistant

ROLL CALL

APPROVAL OF AGENDA

CALL TO ORDER

A regular Finance Subcommittee meeting was called to order on the above date by Councilor Sheehy.

ITEMS FOR DISCUSSION/RECOMMENDATION

A. Draft Bylaw Amendments

Mr. Mortillaro gave a brief overview on the draft Bylaw revisions and turned it over to Mr. Dwyer for the presentation.

Mr. Dwyer went on to explain the Bylaws needed to be reviewed and updated due to signed copies of the 2007 Bylaws could not be located. Referring to the red lined copy; the main purpose is to make sure all three documents jive which is to say the statues, intergovernmental contract and the Bylaws, and make sure the Bylaws accurately reflect what is presently done. Bylaws were written when RTD was developing, some of the thing that were put in the Bylaws were ideas that were important or good at the time but are no longer relevant; the Board is up functioning along with the entity so the time to make the Bylaws reflect the reality which is our day to day operations is now.

Mr. Dwyer continue to go through the red lined Bylaws adding the purposes are mostly drawn directly from state statute; he did cut and paste state statute for the purposes of clarify the document and then added for our own planning purposes, our vision statement, Long Range Strategic Plan, and Short Range Service Plan, etc. The issue on Supremacy of Establishing Documents is that we are a statutory entity, we have to follow state statute; as in the case of the forest service we get into some issues about the application of federal law to a state entity.

Mr. Dwyer did mention an incident regarding state to state relations between state entities; it is not abundantly clear how issues will be resolved when there is a conflict between federal government and state laws; the Feds
say that their law is supreme; although we have to follow state law for indebtedness, insurance, and our existence is due strictly to the state statute. Adding there are laws we need to follow because we are a state entity which was addressed in Article III (NCRTD recognizes its legal and contractual commitments to the federal government) recognizing them but did not put them in the pecking order of what is more important; which are State Statue, Intergovernmental Contract, then Bylaws. Referring to Article IV, Mr. Dwyer went through the state statues, then took a look at all the powers the Board has, then reorganize the Bylaws from various sections to make them into a single list, which was then divided into Delegable, Non-Delegable Powers and Cooperative Powers. Items that are not changing is the Non-Delegable Powers as listed, those are powers that the Board has to exercise only, two in particular, are issuing bonds and real-estate transactions. Only elected members of the Board can make this decisions. Referring to the Cooperative Powers of the Board; we can enter into memorandum of understandings, memorandum of agreements and engage in cooperative powers with our various members.

Mr. Leandro Cordova entered the conversation via cell phone.

Mr. Dwyer gave Mr. Cordova a brief overview what was mentioned earlier of the Bylaws.

Mr. Dwyer moved on to Section 4.03 Taxation, adding we do not have direct tax authority under the statues. It is deceptive, as it is known that we do have a GRT increment which was passed and adopted specifically for us, but didn’t want to give us general tax authority like the County. A change was made to reflect the current status quo that we have a GRT increment, could be reapproved and if we could get rid of the sunset we could have permanent tax revenue. Article VI Membership; a debate was made at prior meetings/years when there was some conflict with the Board. The last direction that staff received; I remember Councilor Seeds from Española said they wanted to make the process as simple as possible and the consensus on the Board at that time was that anyone who was in the District boundaries who wanted to be a member should be allowed to be a member if they applied with no application process. At the direction of the Board it was set up this way. It does say that if you are in the District you can become a member by two thirds the majority vote; called up by statute, two thirds of a vote is mandatory. Another issue is leaving the District this is set up in the statue but in a vague fashion; reflection of what was said and what they mean ; for example statue say “people who are adjacent to the District can join”. But fails to comprehend the notion that most people who join our District are within the District already. Their towns, municipalities and sub-governments within the four counties.

Mr. Dwyer went on to explain that he rewrote to acknowledge the reality of that if we want to add members it would be towns, villages, pueblos or tribes. He did clarify that you can join or leave the District; if you want to join the District you will have to go through the statutory process, have a public hearing and go through the notice, come to the Board, they will have to give you two thirds of the majority vote; if you want to leave the District; you may not avoid any legal or contractual obligations by joining or leaving the District, you will have to follow the existing Intergovernmental Contract; what this means is, people can leave the District but cannot take their portion of the GRT with them when they go; adding the GRT is for Regional Transit District, leaving is an option; leaving means not having to vote, not going to Board meetings and not participating. To remove the tax component it would have to be county wide decision, the entire county would have to leave the District and that tax wouldn’t be imposed on those counties and service will then not be made for those counties.

Mr. Mortillaro asked if you would take a vote of the constituency of the entire District to make that decision.

Mr. Dwyer answered he isn’t sure how it would be done, it would be extremely awkward, what happened to impose the taxes to those counties who asked the question on the ballot measure; presuming that some similar ballot measures would be required to do that but is not sure how it would be done. We would have to work with the State of New Mexico because once the tax is in place, he does not know if it can be removed. There is an expressed provision on the statue imposing the tax, not sure is there is something comparable about appealing it, just assume under the principles of fairness is if it required a vote to oppose it would require a vote to remove it as well. Something that will have to be taken up with the state; he also pointed out, nothing in the Bylaw allows
an individual member to override two thirds majority, this is because we are periodically amending the Intergovernmental Contract to try and update it and add members, if two thirds of the Board votes a new member join, if one member does not agree that a person cannot join they cannot override or veto the two thirds majority simply by failing to sign the IGC. It is explicit that the two thirds majority rule. If you want to impose additional requirement you can, although the last guidance received by the Board was that Board did not want to. What is required is a letter of interest from the parties interested and a simple requirement for a public hearing with a two weeks’ notice where the member goes to the public and says if we should join; a public hearing is done they then come back yes or no we vote them up or down, two thirds. Mr. Dwyer moved on to Powers of Members; this is statutory, a reparation of the Statutory Power; added on is the ex-officio the power of the ex-officio as a nonvoting person who can come and monitor.

Mr. Dwyer moved on to section F; Members may request that the District provide reports and attend meetings and coordinate the District’s planning and activities with member. This is something Tony does; if Santa Fe, Los Alamos whomever they request Tony will go to their meetings and coordinate our Long Range Plan with them; the law and the conception with that is we are the bigger entity we cover the entire region and others are supposed to submit their plans to us, to make sure they jive with our plan; Tony is willing to work with other members. Referring to the second sentence; will make reasonable efforts to accommodate individual Member requests and make reciprocal requests where appropriate; the law indicates what should be happening is the individual plans should be submitted to the NCRTD and the NCRTD needs to make sure all the plans jive.

Mr. Dwyer moved to Article VIII; Additional or Withdrawal of Territory; this section is about adding and subtracting numbers; the Board reserves the authority to deny application and condition to approval; this goes with the prior section which goes by adding and subtracting people from the District not land; no vision of adding land to the District anytime soon; withdrawing from the District is withdrawing from state statute; the thing to note is, provision from withdrawal shall be negotiated and agreed to by the Board of Directors, members and the Commission; ultimately if a member wants to take some of the busses or wants to strike some sort of deal that will have to be negotiated at that time; the state commission authorizes the districts, they will be there to moderate between the member and the District, to be reasonable and to try to do the right thing.

Mr. Mortillaro added that is a State Transportation commission.

Councilor Sheehy asked if you have previously defined what the state transportation commission is.

Mr. Mortillaro repeated the state law define; is there a definition in the state law of what the commission is.

Mr. Dwyer replied; commission means the state transportation commission 73- 25-3D, it is defined term.

Mr. Dwyer referred to the Powers to the Board, adding he cleaned it up by integrating them; talking about the power of the District saying; the Board has all the power and the Board can delegate some of its power. Listing powers that are delegable and which ones are not. Moving on to Selection of Directors; what was done historically is people select directors and alternates and they send us an indication in writing and we accept it to be true, adding this is the best way to do it because the tribes and pueblos do not have the same kind of open government and requirements as the typical municipalities and counties; for this they should not follow the same as process as a city or county would follow; we will take them at face value, if they say they approve their appointed Director, we will accept that.

Mr. Dwyer asked Mr. Mortillaro if the Pueblos send us a letter or something saying this person is going to be our Director.

Mr. Mortillaro replied yes, adding a number of times the people they appoint are not a Governor or a council member; sometimes they are former governors or employees of the tribal government; the Board has never enforced the issue.
Mr. Dwyer added it is working fine the way it is but the Rule of Alternates had not been called out; what has been done and works well is to designate one person who is the point person and one alternate; discussion has been made in the past about having multiple alternate and the Board and the staff have resisted that say we only need one person who is your director, if that person cannot show up, then there should be one alternate. It shouldn’t be a floating thing where we do not know who we are dealing with and the person changes all the time; alternate members are just the same as the director; if the director is absent the alternate has all the same power as the director except the two described powers of bonding and real state.

Further discussion continued on this matter.

Mr. Dwyer moved on to Conflicts of Interest were integrated with the current policy; Conflicts of Interest are addressed once a year by asking people to do a disclosure statement the other portions of this are the state law and he tried to integrate other acts of state laws; if the Board is interested we can do training in the future about legal ethics and ethics of public bodies, which would be worth doing being that members in the Board isn’t versed in the conduct act and there are other laws that apply to the Board that we need to comply with that members are not aware, particularly the tribes and pueblos. On Performance and Duties he added a paragraph that we want to restrict the use of the NCRTD authority and letter head to actions that were taken by the Board as a whole. Images or logos should not be used to make statements unless the Board has taken action on it. Some leeway is there; as the chair will have to periodically have to write letters on behalf of the RTD on Mondays as well as Tony as the Executive Director would to. Mr. Dwyer explained do not appropriate the NCRTD logo or letter head and use it for individual actions where the Board should be making that decision. Changes were made on Performance Review may look substantial but change was made to the way it is, which is the way it works right now.

Mr. Mortillaro corrected Mr. Dwyer to refer to section 9.01 relates to Board Member Attendance.

Mr. Dwyer went on to say this is the one instead of having rigid enforcement has been deleted out; in April a report of attendance is made and it is up to the Board; if the Board wants to take action, the Board has the authority.

Further discussion continued on this matter.

Mr. Dwyer moved on to Article X, Officers; discussion was made that changes of Officers of the Board can be made; presently there are more officers than needed. The statue are all clear on this as well as the IGC; the only problem with changing it is we would have to go back and change the IGC as well as it has language. Changing of the officers can be cumbersome; there is a process for the removal of officers it has never happened but it is an option; noting that it is important to know that if we fill a vacancy and if someone doesn’t get re-elected and their seat gets fills by someone else it is only until the next election of officers. Moving on to Article XI, Meetings of the Board; the entire meeting schedule is approved at the beginning of the year, when the meetings act is approved; there is a authority for meeting to be moved around, clarifying that meetings need to be done in ADA accessible space and handicap accessible. The voting is clarifying that we have the voting units and need the majority total number of votes and the voting units.

Mr. Dwyer explained the difference between Public Hearings and Public Meetings; public hearing are required by a state statute, for zoning matter and since we do not do zoning therefore we do not hold public hearings; most of our decisions do not require public hearings. We extensively have public provisions on the Board rules in which the public are allowed to speak on any agenda item; then there will be a vote. Public meeting in which the Board decides legal matters. Place of meetings; required by the open meetings act that there is adequate telecom to be able to hear and speak at the meetings; Notice of Meetings have been changed; in the beginning of the year a calendar is adopted; do open meetings act, resolution and can call or move special meetings.
Mr. Dwyer moved on to Agenda Items; if someone wants something on the agenda they talk to the Chair and it goes on the agenda; a provision, upon a written request of any eight Directors, a rolling quorum outside of the presence of an open meeting; if eight Directors wanted something on the agenda, a vote is made before the meeting, in which is illegal under the meetings act; a change was made to say, if any Director wants an item on the agenda the Chair can put it on the agenda, although if the Chair refuses, at an open meeting a vote can be made and be forced on the agenda; an eight member vote has to be done to move to have it on the following agenda; vote on it and the Chair would be overwritten; eight member votes have to be done at an open meeting. Closing of the meeting would have to be roll call votes going into and coming out and stating that no action was taken.

Advisory Committee, Article XII; all committees are Advisory Committees and the Board can form any kind of committee; reflecting on two committees are the Finance and Tribal; the Legislative committee was deleted; consultation with the lobbyist would need to be done to start a Legislative committee; Citizen Advisory Committee had never been formed or met and is not a standing committee for NCRTD.

Councilor Sheehey mentioned that we have a Sustainability Sub Committee.

Mr. Mortillaro confirmed there is a Sustainability Sub Committee created by the Board thru resolution; has a charter, rules and regulations and should be added.

Mr. Dwyer said he will add section C, language to indicate that we have the Sustainability Sub Committee.

Mr. Dwyer moved on to explain the Chairs functions.

Mr. Dwyer moved to General Provision; mentioned we do follow the state fiscal year and acknowledge that we also follow the federal fiscal year, as well; we do not use it for budgetary purposes but do track it. Ownership of Documents; mentioned the chapter and said will follow those laws.

Mr. Dwyer referred, Annual Budget to Tony and Troy adding we have a good process for budget and audit propagations and hope that the section reflects to what is currently done and that is what the Board wants.

Mr. Mortillaro confirmed it does reflect what the current budgetary process and also ties back to the financial policies.

Councilor Sheehey asked if anyone had any questions: asked to entertain a motion to recommend for the adoption of the Bylaws and add that Sustainability Sub Committee for by the Board.

**Commissioner Chavez made a motion to approve the Bylaw amendment that was discussed. Mr. Cordova seconded the motion and it passed by unanimous voice vote.**

Mr. Dwyer exited the meeting.

**B. Compensation Study Results**

Mr. Mortillaro began to explain the Compensation Study which is done every two to three years; the last study was done in 2013 before that was 2007, which was the first time we had an Employee Compensation Plan. Adding the consultants selected to undertake this analysis are Personnel Systems and Services who have undertaken our past studies for the district.

Mr. Mortillaro introduced Mike Swallow and David Colvin form Personnel Systems and Services.
Commissioner Chavez asked; how many employees do we have in the non-bargaining unit.

Mr. Mortillaro answered approximately 16-17 employees non-represented and the balance would be in the Collective Bargaining Unit except for any employees that are temporary or rider drivers; roughly forty eight employees;

Mr. Mortillaro turned the presentation over to Mr. Swallow.

Mr. Swallow highlighted parts of the report that was printed in the packet starting on page 30; noting a full exercise undertaken, three years ago, was to address perceptions worth, job valuing; employees were invited to respond to a survey and they identified what they perceived to be worth of work priorities and established a preference for those.

Furthered discussion continued on this item.

Mr. Swallow moved on to page 34; referencing a listing of all the job allocations and the point system; eliminated are the paid grades from the last report since we went on to a market driven methodology that allows the points to represent dollars directly from the market place. If a minor change is made on a job and it reflects upon difficulty of work, the points will be fine-tuned and would result in a change of compensation for the position.

Mr. Swallow asked if there were any questions.

There were none.

Mr. Swallow moved on to page 35, 36 and 37 where the data details of the locations and their contributions to the database; have a number of local and government localities, similar organizations of RTD’s across the country a cross section of where your competitors are and where the need to pursue comparability.

Mr. Swallow asked for any comments, thoughts or questions about the data itself or lines of information.

Mr. Swallow mentioned the information on page 35; the approach to the analysis is to make the assumption up front that the rest of the world we are comparing to agrees to how we value our jobs and made an explanation of the evaluation points and values.

Furthered discussion continued on this item.

Mr. Swallow moved on to page 38, regression results is a reference to the statistical process we use to make heads or tail as how we relate to the market; this page feeds into the following pages in the packet with graphs.

Mr. Swallow continued to explain the following graphs on pages 39 thru page

Mr. Mortillaro explained based on our system, employees have the opportunity to progress in the pay range based on performance, their rate of progression tends to reflect their performance; the pay performance has been in place for several years.

Further discussion continued on this item.

Mr. Colvin gave a brief overview on a survey of reviews for Executive Director’s compensation survey and the entities comparison.
C. Closed Session

Mr. Mortillaro noted the data presented was for the non-represented and represented and asked if the Sub Committee could make a motion to go into closed session and at that point discussion can be made about the represented.

Mr. Cordova made a motion to go into closed session and Councilor Sheehey seconded the motion and it passed by unanimous voice vote.

Commissioner Chavez made a motion to go into executive session pursuant to NMSA 1978, Section 10-15-1 (H) (5) regarding “collective bargaining” for the discussion for bargaining strategy preliminary to collective bargaining negotiations and it passed by unanimous voice vote.

Commissioner Chavez made a motion to reconvene to open session and stated that no action was taken and Mr. Cordova seconded the motion and it passed by unanimously by voice vote.

Mr. Mortillaro asked for some direction from the Finance Sub Committee as to the non-represented compensation information for the study that was done, as well as the Executive Directors survey study; asking if it is the desire of the committee to forward that information to the Board for presentation and discussion and if the decision that has to be made is if there is a desire to implement the results now or wait till the 2016 budget.

Commissioner Chavez replied, being that we have the current compensation study and results, it should be presented to the Board in the anticipation of the budget coming up and will have enough time to see where we want to invest our dollars in the salary increases on the nonunion employees.

Councilor Sheehey asked if Commissioner Chavez would make a motion to present the compensation study results to the Board in a recommendation to consider when and how much to implement as part of the budget discussions.

Commissioner Chavez made the motion and Mr. Cordova seconded the motion and it passed by unanimous vote.

Mr. Cordova, Mike Swallow and David Colvin exited the meeting.

D. Mid-Year Budget Review

Mr. Bingham explained in the finance policy a mid-year performance vs. budget review is required to the Board. Referencing graphs presented on page 51 (revenues), a short fall of revenue $760 thousand dollars, not a bad thing, short fall is that we will not use the fund balance that was planned for during the budget process to use prior year revenues profits and use that for District budget needs. The GRT and other revenues are doing well, our expenditures are lower than projected, so we don’t expect to need to use $688 thousand we projected in this budget cycle for this year; short falls in the revenue are federal revenues related to capital we can’t get to the project completion quick enough to get reimbursed in this fiscal year, we won’t lose out on the money, it will go on to next fiscal year; miscellaneous revenue and fares are doing well; member contributions for these various routes are doing better than projected.

Mr. Bingham moved on to page 54, individual counties, how are they performing and where are we coming up with these better than projected GRT numbers; we have a five year monthly expectation for each one of the counties that we serve; the five year data is able to help us project what we have for the budget for the fiscal year, if we are performing better than that this is the time that shows that; Los Alamos County is hard to predict,
some months its up over our projections and some months they are below; for the first five months of the year they are showing over 20% over our expected budget, we didn’t want to put that number forward; took the lowest number possible 10%, their lowest increase which happened in July and projected that for the rest of the year; if you use that they will come in $190 thousand more then what we budgeted.

Mr. Mortillaro asked Councilor Sheehey if he wanted to make comments about the revenues in Los Alamos.

Councilor Sheehey indicated that the unpredictability is tied to the federal budget spending; the non-federal spending such as the occupancy tax revenue from tourism has been up. The general trend is increasing.

Mr. Bingham moved on to talk about Rio Arriba County, they have two months below our projections; they are cyclical, we see that they do that every two to three years; we want to be conservative with Rio Arriba County putting them at a 3% over projection for the next six months which will give us a $15 thousand dollar revenue surplus, more then what we budgeted and still an increase.

Mr. Bingham moved on to talk about Santa Fe County, whatever revenues we get over and above our projected budget gets split in half with Rio Metro and the Rail Runner; they had one month under, keeping in mind they are our largest GRT contributor; when they are under our budgeted projection that is usually more of a hit then our other counties; overall we saw a 3% average increase for them; projected a 3% in the future which will give us $133 thousand more than we had budgeted.

Mr. Bingham moved on to talk about Taos County, they are showing constant increases; they are at a 27% above budget; pulled the most conservative number which is the 9% which is the lowest that occurred in August; they are showing incremental increases from the last one to two years; the $131,560 is a conservative low estimate of budget surplus, there will be a budgeted surplus of at least $131 thousand; which could be related to the Taos Ski Valley initiative that the state has done for the tax improvement district.

Mr. Bingham noted Federal revenues, the reason we are short falling is because we are not able to spend the capital dollars that have the 80/20 reimbursements from the Feds; the expenditures act differently depending salaries predictable it is month to month, we are fully staffed; the December payroll was used to try to project that out for the year; we had open vacancies for the first six months of the year; we are projecting close to a $700 thousand dollars of attrition savings of what we budgeted; we budgeted based on pay raises because performance reviews are up, people leaving we don’t know in the future; that number is volatile the $700 thousand dollars could be $500 thousand dollars in savings but it could be $900 thousand dollars of savings; other expenses were projected on half a years’ worth of data; we will be under on fuel by $130 thousand and will be over on vehicle maintenance; vehicle maintenance is huge, but until we get the new buses which then repairs are under warranty will hopefully decrease our current trend of vehicle maintenance expenses..

Mr. Bingham moved on to page 59, Capital Expenses; we will be receiving six busses in the next thirty days, half a million dollars will have to be used to purchase the busses and then seek for reimbursement; these projections were not based on that information, this information was received 24 hours ago; this had a more conservative approach in getting those busses in a more strung out matter; the timing on how it happens is going to be different.

Mr. Bingham asked for any in depth questions or ideas that have not been incorporated or talked about today can be addressed but would like to move this forward for Board information for the following month and let them weigh in on what their seeing.

Councilor Sheehey asked if anyone had any questions or would want to make a motion to pass this on to the Board.

Commissioner Chavez made a motion to forward this mid-year budget review to the full Board.
Commissioner Chavez asked if this item will be reviewed at the next Board meeting; reason asked is if more time is needed and you need to skip an agenda, advise the board so that it fits to your schedule and/or routine.

Mr. Mortillaro mentioned the only change would be the impact of the six new busses arriving may have; if it has any influence on Troy’s projections.

**Councilor Sheehey seconded the motion and it passed by unanimous voice vote.**

**E. Quarterly Investment Report**

Mr. Bingham mentioned we implemented the new strategy of investment policy we talked about over the last six months; we have a new vender, LPL Treasury Securities; it is what the bank LANB and 1st National Bank of Santa Fe use to go out and buy treasuries when looking to collateralize public accounts to their own constituents; we have taken advantage of LPL financials and bought US treasuries securities, a one year at $750 thousand dollars and a nine month at $250 thousand dollars, we are in $1 million dollars; this opens us up to a new world of secondary markets; we can cash out at any given time or let the actual maturity of these occur; the interest rate are based off of the current treasury notes; we’ve increased our rate of return to 46% for our investments; overall one-year treasury securities returns are greater due to the change by the Feds in December to raise interest rates are out pacing us because they are at 49-65% for a one year treasury; we are running into maturity risk which we are invested in the CD’s that are locked in on old rates before the interest rates changed in December; as long as LANB continues to offer only a forty bases point one year CD our overall rate of return is not going to change dramatically; we should be hesitant to go fully with LPL securities cause it creates a lot of accounting work because you have to do mark to market with these types of treasuries; a new strategy has been implemented, we have money to invest; anticipating putting another half million dollars out of the checking account into the LGIP to hold on to until the new busses are paid; searched for Credit Unions that offered 40 bases points; we picked up Sandia Credit Union and Guadalupe is now offering one hundred bases points/seven month CD, since they do not collateralize we can only go $250 thousand with them.

Mr. Bingham asked if anyone has any suggestions or know what their county is performing to let him know and he will be more than happy to look into those; the best we can be doing is 46 bases points.

**Commissioner Chavez made a motion to forward the Quarterly Investment Report to the full Board, Councilor Sheehey seconded and it passed by unanimous voice vote.**

**F. Minutes**

None – No meeting in December 2015

**MATTERS FROM THE SUBCOMMITTEE**

Commissioner Chavez suggested Troy to meet with Santa Fe County Treasure Patrick Barela; he might want to share what they are doing with their investment policy; they are in the process of updating their policy and recommends Troy to meet with the Treasure and see what they have on their radar.

**ADJOURN**

Councilor Sheehey adjourned the meeting.

Next Finance Subcommittee will be held February 26, 2016 at 9:00 AM.
EXECUTIVE REPORT
For February 2016

EXECUTIVE

- Presented annual report to Edgewood Town Council with Chairman Barrone.
- Meet with City of Santa Fe staff to explore consolidation options.
- Continue to participate in weekly La Cienega route planning.
- Attended Mountain Trail stakeholders meeting.
- Attended presentation on new time keeping system.
- Reviewed tribal MOA’s with attorney and staff.
- Met with Pojoaque Pueblo regarding Tribal MOA.
- Overseeing appraisal of property in the Town of Taos.
- Conducted orientation for new Pojoaque Pueblo Board members.
- Reviewed updated employee recognition program.
- Continued review and discussion of outstanding site property issues with Attorney and Land Use consultant.
- Attended monthly MPO TCC meeting.
- Attended Rio Metro Board meeting.
- Attended via conference call SWTA Board meeting.
- Attended via conference call APTA Small Operations Committee.
- Attended via conference call APTA State Affairs Committee.
- Attended NMTA monthly Board of Directors meeting.
- Met with Attorney and Staff regarding various legal issues and associated documents.
- Prepared Board and Finance Subcommittee meeting materials.
- Met weekly 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.

MARKETING/PUBLIC INFORMATION OFFICE

- NCRTD social media program began with the launch of the “North Central Regional Transit District” Facebook page. Please “like” and encourage your friends to like as well. In the first five days, it generated 167 likes
- Developing a social media content calendar and will begin to develop plans for launching Twitter and Instagram accounts
- Developed, planned and conducted, with Stacey McGuire, La Cienega community meeting to garner input on routing and stops for upcoming La Cienega route
- Developed, planned and conducted, with Stacey McGuire, Mountain Trail stakeholders meeting which was well attended by representatives of the Santa Fe National Forest, Ski Santa Fe, Ski NM, Tourism Santa Fe, Downtown Santa Fe lodgers, Bike Santa Fe, Santa Fe Bike and trails advisory committee, and representatives from the City and County of Santa Fe
- Represented the NCRTD at an NMDOT hosted Transportation Day at the State Legislature
- Attended an NCRTD presentation by Chair Barrone and Executive Director Mortillaro at the Edgewood Town Council
• Met with my ad rep Deb Meyer and advertising director Art Trujillo of the SF New Mexican to discuss budget for next year
• Developed and released a schedule brochure for the UNM Taos route as well as updated the RTD System Map brochure
• An NM True ski scene ad on behalf of the NM State Tourism Department was installed on the new bus placed on the Mountain Trail route
• Met with Isabel Peña and owner of LMNOC Broadcasting (formerly DMC Broadcasting), Chris Munoz, to discuss radio advertising options for the Taos County area
• Began work to develop a series of tourism rack cards for spring distribution
• Closed out the month attending the APTA Marketing and Communication Workshop in Phoenix
• Secured Research and Polling out of Albuquerque to conduct the 2016 Rider Survey
• Issued the press release regarding the FY2015 Audit which received front page coverage in the Rio Grande Sun
• Wrote and developed the Winter edition of Blue Bus Times
• Submitted two features to the NMTA quarterly newsletter
• Worked with Ski Santa Fe to promote a don’t drink and drive message for the BrewSKI event held on the mountain
• Participated in a series of La Cienega planning meetings throughout the month
• Wrote and disseminated a press release and rider alerts regarding normal Presidents Day service
• Provided updates to NCRTD.org and rider alerts throughout the month
• KDCE – 950 AM radio in Espanola, :30 sec radio spot and sponsorship of the 7:30 AM news ran 17 days in February excluding Saturdays and Sundays
• KSWV 810-AM in Santa Fe, :30 sec Mountain Trail spots ran 20 times in February as well as 30 :20 sec promos announcing RTD sponsorship during the 7:30 AM ½ hour
• KTAOS 101.9 FM in Taos, 14 :30 sec radio spots ran each week in February
• A series of 30-second spots in English and Spanish ran on KKXMT in Taos
• Two banner ads ran in February in the Santa Fe New Mexican. Two banner ads ran in the Taos News and Los Alamos Monitor. Two 1/8 page ads ran in the Rio Grande Sun
• A series of digital ads ran on SantaFe.com, Santa Fe Hometown News, Los Alamos Daily Post and Valley Daily Post. Ads also continued running on the Taos News website as well as in Google searches in the Taos County area
• Ads ran in the Green Fire Times and Chama Valley Times

SERVICE DEVELOPMENT

• January 2016 5311 Ridership Report
• ITS AVL/CAD project work including:
  • Oversight of ongoing tweaks and improvements to schedule, routing and map
  • Continued data entry input and oversight, emphasis on trigger boxes and angles of entry
• TAP FY14 and FY15- revised RFB process completed, contract awarded to Allied 360 Construction, LLC pending NMDOT and FHWA approval; anticipated construction start date April 11, 2016
• Continued discussion with Santa Fe National Forest about Mountain Trail route and ROW, use of Federal lands, bicycle transport, special use permit
• Participated in La Cienega Valley public input meeting regarding pilot service; created multiple routing options and worked with Staff to select the final route
• Transit 4 All grant application process begun: potential partners engaged, application drafted, research performed
• Represented NCRTD at Transportation Day at the Roundhouse
- Participated in Mountain Trail Stakeholder meeting
- Met with Las Golondrinas Staff to discuss its needs related to the La Cienega route
- Engaged Rio Metro RTD Staff to discuss regional planning and collaboration opportunities
- Continued discussion with Jicarilla Apache Nation representatives regarding transportation needs and requested service
- Participated in Pre-Proposal meeting for On-Call Engineering Services RFP
- Prepared to apply for TIGER VIII funding opportunity
- Utilized ArcGIS to map demographics to assist in route planning for La Cienega pilot route
- Researched and assessed potential bike share program opportunities
- Attended NMDOT NM68 Project local governments meeting to discuss project overview

**OPERATIONS**

- Attended the Southwest Transit Association conference in Mesa Arizona and had training on the Safety Management System required by the FTA.
- Working with management team on La Cienega route planning and route timing
- Worked with Executive Director and staff on the four fields of success goals for the district.
- Attended a Community Organizations Active in Disaster (COAD) meeting by Santa Fe County

**HUMAN RESOURCES**

- Celebrated Birthdays and Anniversary Day on Wednesday, February 10.
- Fun Committee Meeting on Thursday, February 11.
- Coordinated with the Fun Committee Leaders, the Who’s that baby and To Get to Know You Contests.
- Coordinated Above and Beyond Raffle Winners for February.
- Completed PAF’s to process the Sick Leave Cash out/Banking requests for represented colleagues.
- Attended Webinar: The ABCs of the NLRA and the NLRB for Employers
- Conducted meeting with the supervisory team to discuss feedback received from our colleagues regarding work conditions and morale.
- Implemented the Monthly Supervisory Training, created with the purpose of developing our management team to become even more knowledgeable and effective in their respective roles. Facilitated our first training: The Family and Medical Leave Act.
- Coordinated demo of the Kronos payroll and time keeping system with the management and admin team.
- Coordinated Implementation of Performance Pro, the District’s first computerized Performance Management system. Attended the one on one training with the Performance Pro representative.
Performance Measures

for

Fiscal Year 2016

January 2016
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. Vehicle Back Up Ratio
   - B. Average Vehicle Age
   - C. Percentage of “On-Time” PM / Inspections
   - C. 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.
Performance Measure - Administrative:

Ridership Tracking of All NCRTD Funded Routes

Tracking ridership is the #1 way a public transportation agency can gauge its effectiveness of the service it provides. Ridership data for all routes funded 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 Tracking of NCRTD Operated Routes

This ridership data is collected by the NCRTD drivers for all routes operated by the District. This includes 20 fixed and commuter routes as well as the demand response 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.

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Monthly Expenditures for Administrative and Operating

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.

**Monthly Expenditures FY 13-14**

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<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin</td>
<td>$76,354</td>
<td>$59,063</td>
<td>$151,069</td>
<td>$121,003</td>
<td>$110,781</td>
<td>$88,349</td>
<td>$124,070</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Operating</td>
<td>$197,484</td>
<td>$249,820</td>
<td>$372,007</td>
<td>$389,501</td>
<td>$419,913</td>
<td>$325,386</td>
<td>$321,680</td>
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<tr>
<td>Total</td>
<td>$273,838</td>
<td>$308,883</td>
<td>$523,076</td>
<td>$510,504</td>
<td>$530,694</td>
<td>$413,735</td>
<td>$445,750</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>
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 2014* Rural Transit Data Fact Book, specifically FTA’s District 6 (our district) annual cost per mile is included as a benchmark. *This Data from 2014 Rural Transit Data Fact Book has been revised for the FY15 year.
Performance Measure - Administrative:

**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 2014* Regional Transit Data Fact Book, specifically FTA’s District 6 (our district) annual cost per trip is included as a benchmark. *This Data from 2014 Rural Transit Data Fact Book has been revised for the FY15 year.

**Operating Cost Per Trip/Passenger**

![Operating Cost Per Trip/Passenger Chart]

<table>
<thead>
<tr>
<th>Month</th>
<th>Monthly Cost per Trip</th>
<th>Sandoval/Valencia</th>
<th>Region 6 Total Cost Per Trip</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$9.88</td>
<td>$21.24</td>
<td>$14.70</td>
</tr>
<tr>
<td>2</td>
<td>$11.48</td>
<td>$21.24</td>
<td>$14.70</td>
</tr>
<tr>
<td>3</td>
<td>$15.83</td>
<td>$21.24</td>
<td>$14.70</td>
</tr>
<tr>
<td>4</td>
<td>$16.96</td>
<td>$21.24</td>
<td>$14.70</td>
</tr>
<tr>
<td>5</td>
<td>$22.31</td>
<td>$21.24</td>
<td>$14.70</td>
</tr>
<tr>
<td>6</td>
<td>$14.13</td>
<td>$21.24</td>
<td>$14.70</td>
</tr>
<tr>
<td>7</td>
<td>$14.46</td>
<td>$21.24</td>
<td>$14.70</td>
</tr>
<tr>
<td>8</td>
<td>$14.63</td>
<td>$21.24</td>
<td>$14.70</td>
</tr>
<tr>
<td>9</td>
<td>$14.24</td>
<td>$21.24</td>
<td>$14.70</td>
</tr>
<tr>
<td>10</td>
<td>$21.24</td>
<td>$21.24</td>
<td>$14.70</td>
</tr>
<tr>
<td>11</td>
<td>$21.24</td>
<td>$21.24</td>
<td>$14.70</td>
</tr>
<tr>
<td>12</td>
<td>$21.24</td>
<td>$21.24</td>
<td>$14.70</td>
</tr>
</tbody>
</table>
Spare Vehicle Ratio/Combined all Vehicles

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 50 vehicles. NCRTD’s fleet totals 49 and is exempt from this guideline but it is a good benchmark to keep in place. With an annual maximum service of now 34 and a backup fleet of 15, the backup ratio is 44%. 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.

**Spare Vehicle Ratio/Combined All Vehicles**

<table>
<thead>
<tr>
<th></th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spare Vehicles</td>
<td>18</td>
<td>18</td>
<td>18</td>
<td>18</td>
<td>14</td>
<td>14</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td># Needed to run</td>
<td>32</td>
<td>32</td>
<td>32</td>
<td>32</td>
<td>34</td>
<td>34</td>
<td>34</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spare Ratio</td>
<td>56.25%</td>
<td>56.25%</td>
<td>56.25%</td>
<td>56.25%</td>
<td>41.18%</td>
<td>41.18%</td>
<td>44.12%</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Recommended</td>
<td>20.00%</td>
<td>20.00%</td>
<td>20.00%</td>
<td>20.00%</td>
<td>20.00%</td>
<td>20.00%</td>
<td>20.00%</td>
<td>20.00%</td>
<td>20.00%</td>
<td>20.00%</td>
<td>20.00%</td>
<td>20.00%</td>
</tr>
</tbody>
</table>
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 kinds 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.
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.

### Percent of Preventative Maintenance Completed Within Scheduled Mileage

<table>
<thead>
<tr>
<th>Month</th>
<th>FY 13-14 RTD Maintenance</th>
<th>FTA Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>90</td>
<td>87</td>
</tr>
<tr>
<td>Aug</td>
<td>94</td>
<td>87</td>
</tr>
<tr>
<td>Sept</td>
<td>94</td>
<td>87</td>
</tr>
<tr>
<td>Oct</td>
<td>92</td>
<td>87</td>
</tr>
<tr>
<td>Nov</td>
<td>94</td>
<td>87</td>
</tr>
<tr>
<td>Dec</td>
<td>94</td>
<td>87</td>
</tr>
<tr>
<td>Jan</td>
<td>94</td>
<td>87</td>
</tr>
<tr>
<td>Feb</td>
<td>94</td>
<td>87</td>
</tr>
<tr>
<td>March</td>
<td>94</td>
<td>87</td>
</tr>
<tr>
<td>April</td>
<td>94</td>
<td>87</td>
</tr>
<tr>
<td>May</td>
<td>94</td>
<td>87</td>
</tr>
<tr>
<td>June</td>
<td>94</td>
<td>87</td>
</tr>
</tbody>
</table>
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 104,664 Miles Avg. Driven Monthly

Last Minor Accident - January 8, 2016
Miles Driven since last Minor Accident - 71,355

Last Major Accident - October 22, 2013
Miles Driven since last Major Accident - 2,248,373

MINOR ACCIDENT DETAIL
AT FAULT- Bus pulled out in front of vehicle on icy road.
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 categorize 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.

<table>
<thead>
<tr>
<th>Month</th>
<th>Total</th>
<th>Schedule Issues</th>
<th>Driver Performance</th>
<th>Against other Passengers</th>
<th>Miscellaneous*</th>
<th>Percent VS Ridership</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>3</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td></td>
<td>0.02%</td>
</tr>
<tr>
<td>August</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>1</td>
<td></td>
<td>0.01%</td>
</tr>
<tr>
<td>Sept</td>
<td>6</td>
<td>0</td>
<td>5</td>
<td>1</td>
<td></td>
<td>0.03%</td>
</tr>
<tr>
<td>Oct</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Nov</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td></td>
<td>0.01%</td>
</tr>
<tr>
<td>Dec</td>
<td>4</td>
<td>0</td>
<td>3</td>
<td>1</td>
<td></td>
<td>0.02%</td>
</tr>
<tr>
<td>January</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</td>
</tr>
<tr>
<td>March</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>April</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>May</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>June</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>17</td>
<td>1</td>
<td>11</td>
<td>5</td>
<td>0</td>
<td>0.01%</td>
</tr>
</tbody>
</table>
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. Taos Route – The driver missed a rider at Mike’s Mini Mart bus stop.
2. Taos Route – A passenger got off to use restroom and was missed getting back on the bus. Supervisor sent another driver to pick up passenger and delivered to Park N Ride.
3. Taos Route – A passenger had a bottle of hazardous chemical on the bus that was emitting a strong irritating smell. When questioned he threw the bottle out of the window. The driver ejected him at Mike’s Mini Mart bus stop.
4. Riverside Route – The driver denied a ride to passenger who was using foul language at Ohkay bus stop.
5. Riverside Route – A passenger asked to get off at Hindi gas station shelter, jumped in a car, and stole it from a lady at the gas pump. The driver called to base to report the incident. Law Enforcement was called.
6. Riverside Route – A passenger became irate and was using foul language. The driver asked rider to get off the bus at the Mariscos stop.
7. Santa Fe Route – A man passed out on bus, his daughter was unable to wake him. The driver called supervisor to advise of situation. Law enforcement was called and reported to the scene to assist.
8. Riverside Route – A man was laying in the bus seat, and was asked to sit up. He called the driver profane names and was then ejected at the Ohkay bus stop.
9. Santa Fe Route – The driver observed a woman taking pictures of the bus from a car coming out of the Georgia O’Keefe museum parking lot, possibly because the buses were blocking the drive way.
### Performance Measure – Customer Relations: Customer Incidents

#### FY 14-15 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>
<tr>
<td>July</td>
<td>11</td>
<td>4</td>
<td>7</td>
<td></td>
<td></td>
<td>0.06%</td>
</tr>
<tr>
<td>Aug</td>
<td>12</td>
<td>6</td>
<td>1</td>
<td>4</td>
<td>1</td>
<td>0.06%</td>
</tr>
<tr>
<td>Sept</td>
<td>6</td>
<td></td>
<td>1</td>
<td>5</td>
<td></td>
<td>0.03%</td>
</tr>
<tr>
<td>Oct</td>
<td>8</td>
<td>1</td>
<td>4</td>
<td>3</td>
<td></td>
<td>0.03%</td>
</tr>
<tr>
<td>Nov</td>
<td>3</td>
<td></td>
<td>3</td>
<td></td>
<td></td>
<td>0.02%</td>
</tr>
<tr>
<td>Dec</td>
<td>7</td>
<td>2</td>
<td>3</td>
<td>2</td>
<td></td>
<td>0.03%</td>
</tr>
<tr>
<td>Jan</td>
<td>9</td>
<td>1</td>
<td>6</td>
<td>2</td>
<td></td>
<td>0.04%</td>
</tr>
<tr>
<td>Feb</td>
<td>0</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>March</td>
<td>0</td>
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<td></td>
</tr>
<tr>
<td>April</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>May</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>June</td>
<td>0</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>56</td>
<td>8</td>
<td>7</td>
<td>28</td>
<td>13</td>
<td></td>
</tr>
</tbody>
</table>
PARATRANSIT Performance Measures

for

Fiscal Year 2016

January 2016
DEMAND RESPONSE / PARATRANSIT
Performance Measures for
Fiscal Year 2015

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: Demand Response Administrative, Paratransit Operations and Customer Relations:

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
   D. On-Time Performance
   E. Trip Length

3. Customer Relations:
   A. Complaints
   B. Incidents

The closest 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 to cost per mile. Their percentage of Demand Response trips are 46% of their total ridership, higher than NCRTD’s at 4.7%, showing a considerable spread on the cost per trip. 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.
**Performance Measure - Administrative:**

**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.

**YEAR TO DATE: FY 15-16  7134**
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.

Ridership Demand Response Paratransit

YEAR TO DATE: FY 15-16 1757
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 Cost FY 14-15**

<table>
<thead>
<tr>
<th>Month</th>
<th>Total Operations</th>
<th>Demand Ops</th>
<th>Paratransit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>$197,484</td>
<td>$13,765</td>
<td>$5,663</td>
</tr>
<tr>
<td>Aug</td>
<td>$249,820</td>
<td>$17,412</td>
<td>$4,527</td>
</tr>
<tr>
<td>Sept</td>
<td>$372,007</td>
<td>$25,929</td>
<td>$5,445</td>
</tr>
<tr>
<td>Oct</td>
<td>$389,501</td>
<td>$27,148</td>
<td>$5,375</td>
</tr>
<tr>
<td>Nov</td>
<td>$419,913</td>
<td>$29,268</td>
<td>$6,971</td>
</tr>
<tr>
<td>Dec</td>
<td>$325,386</td>
<td>$22,679</td>
<td>$5,976</td>
</tr>
<tr>
<td>Jan</td>
<td>$321,680</td>
<td>$22,421</td>
<td>$4,740</td>
</tr>
<tr>
<td>Feb</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>March</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>April</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>May</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>June</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

YEAR TO DATE: FY 15-16 $38,697
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 2014 Rural Transit Data Fact Book with data from 2012, 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></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Cost per Mile</td>
<td>$2.40</td>
<td>$2.36</td>
<td>$2.07</td>
<td>$3.19</td>
<td>$3.30</td>
<td>$3.14</td>
<td>$2.85</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sandoval/Valencia County</td>
<td>$3.74</td>
<td>$3.74</td>
<td>$3.74</td>
<td>$3.74</td>
<td>$3.74</td>
<td>$3.74</td>
<td>$3.74</td>
<td>$3.74</td>
<td>$3.74</td>
<td>$3.74</td>
<td>$3.74</td>
<td></td>
</tr>
<tr>
<td>Region 6 Total Cost Per Mile</td>
<td>$2.14</td>
<td>$2.14</td>
<td>$2.14</td>
<td>$2.14</td>
<td>$2.14</td>
<td>$2.14</td>
<td>$2.14</td>
<td>$2.14</td>
<td>$2.14</td>
<td>$2.14</td>
<td>$2.14</td>
<td>$2.14</td>
</tr>
</tbody>
</table>
Performance Measure - Administrative:

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. Data from the 2014 Rural Transit Data Fact Book with data from 2012, specifically FTA’s District 6 (our district) annual cost per trip is included as a benchmark.

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Cost per Trip</td>
<td>$19.07</td>
<td>$18.11</td>
<td>$19.38</td>
<td>$22.30</td>
<td>$31.42</td>
<td>$24.00</td>
<td>$21.84</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sandoval/Valencia County</td>
<td>$19.82</td>
<td>$19.82</td>
<td>$19.82</td>
<td>$19.82</td>
<td>$19.82</td>
<td>$19.82</td>
<td>$19.82</td>
<td>$19.82</td>
<td>$19.82</td>
<td>$19.82</td>
<td>$19.82</td>
<td>$19.82</td>
</tr>
<tr>
<td>Region 6 Total Cost Per Trip</td>
<td>$20.80</td>
<td>$20.80</td>
<td>$20.80</td>
<td>$20.80</td>
<td>$20.80</td>
<td>$20.80</td>
<td>$20.80</td>
<td>$20.80</td>
<td>$20.80</td>
<td>$20.80</td>
<td>$20.80</td>
<td>$20.80</td>
</tr>
</tbody>
</table>
Performance Measure – Paratransit Operations:

Cancellations, Late Cancellations and No-Show

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 = 14  Late Cancellations = 12  No-shows = 5

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 = 12.73%  On Time = 86.74%  Late = 0.53%

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 = 21.15 Minutes, 7.7 Miles
**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. **Demand Route** – A passenger’s daughter called to complain that her mother was dropped off at the wrong Senior Center. / The supervisor questioned the driver and the passenger requested that particular Senior Center, which was the address on the manifest. The matter was clarified for future pick-up and drop-offs.

2. **Demand Route** – A passenger called to complain of the phones not working properly and that she had bags of laundry that she could not carry down her drive way. / Dispatch apologized for the phones as a new system was being installed and explained to the passenger that demand service is primarily curb to curb. Door to door service is only provided to people with disabilities or who are ADA eligible.

### FY 14-15 Number of Complaints

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Scheduling Issues</th>
<th>Driver Performance</th>
<th>CSR/Dispatch</th>
<th>Miscellaneous*</th>
<th>Percent VS Ridership</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>August</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Sept</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Oct</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.41%</td>
</tr>
<tr>
<td>Nov</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Dec</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>January</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0.92%</td>
</tr>
<tr>
<td>Feb</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>March</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>0</td>
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</tr>
<tr>
<td>April</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>May</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>June</td>
<td>0</td>
<td>0</td>
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</tr>
<tr>
<td>Total</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0.19%</td>
</tr>
</tbody>
</table>
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. Demand Route – A passenger had too many bags at Wal-Mart. The driver explained that she could only bring what she could carry on board at one time. The passenger wasn’t happy and yelled at driver. A Supervisor was called out to pick up the passenger and take her home.

FY 14-15 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>
<tr>
<td>July</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>0.67%</td>
</tr>
<tr>
<td>Aug</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>Sept</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0.36%</td>
</tr>
<tr>
<td>Oct</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0.41%</td>
</tr>
<tr>
<td>Nov</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0.45%</td>
</tr>
<tr>
<td>Dec</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>Jan</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0.46%</td>
</tr>
<tr>
<td>Feb</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>March</td>
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<tr>
<td>April</td>
<td>0</td>
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<tr>
<td>May</td>
<td>0</td>
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<tr>
<td>June</td>
<td>0</td>
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<tr>
<td>Total</td>
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<td>0</td>
<td>4</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>
NCRTD Monthly Ridership Summary

January 1, 2016 through January 31, 2016

### Calendar Operating Days

<table>
<thead>
<tr>
<th>Month</th>
<th>This Year</th>
<th>Total Ridership YTD % Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul-15</td>
<td>22</td>
<td>19%</td>
</tr>
<tr>
<td>Aug-15</td>
<td>21</td>
<td>17%</td>
</tr>
<tr>
<td>Sep-15</td>
<td>21</td>
<td>15%</td>
</tr>
<tr>
<td>Oct-15</td>
<td>22</td>
<td>13%</td>
</tr>
<tr>
<td>Nov-15</td>
<td>18</td>
<td>11%</td>
</tr>
<tr>
<td>Dec-15</td>
<td>21</td>
<td>9%</td>
</tr>
<tr>
<td>Jan-16</td>
<td>20</td>
<td>7%</td>
</tr>
<tr>
<td>Feb-16</td>
<td></td>
<td>5%</td>
</tr>
<tr>
<td>Mar-16</td>
<td></td>
<td>3%</td>
</tr>
<tr>
<td>Apr-16</td>
<td></td>
<td>1%</td>
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<tr>
<td>May-16</td>
<td></td>
<td>0%</td>
</tr>
<tr>
<td>Jun-16</td>
<td></td>
<td>-1%</td>
</tr>
</tbody>
</table>

### Monthly System Totals

<table>
<thead>
<tr>
<th></th>
<th>This Year</th>
<th>Last Year</th>
<th>% Change</th>
<th>Year to Date Totals</th>
<th>This Year</th>
<th>Last Year</th>
<th>Difference</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCRTD Operated</td>
<td>22,425</td>
<td>14,545</td>
<td>54.18%</td>
<td>152,409</td>
<td>113,091</td>
<td>39,318</td>
<td>34.77%</td>
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</tr>
<tr>
<td>NCRTD Funded</td>
<td>18,369</td>
<td>22,877</td>
<td>-19.71%</td>
<td>164,113</td>
<td>185,043</td>
<td>-20,930</td>
<td>-11.31%</td>
<td></td>
</tr>
<tr>
<td>All Systems Funded</td>
<td>40,794</td>
<td>37,422</td>
<td>9.01%</td>
<td>316,522</td>
<td>298,134</td>
<td>18,388</td>
<td>6.17%</td>
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</tr>
</tbody>
</table>

### System Daily Averages

<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>1121</td>
<td>727</td>
<td>54.20%</td>
</tr>
<tr>
<td>NCRTD Funded</td>
<td>918</td>
<td>1,144</td>
<td>-19.76%</td>
</tr>
<tr>
<td>Systems Total</td>
<td>2039</td>
<td>1871</td>
<td>8.98%</td>
</tr>
</tbody>
</table>

### Total Ridership YTD % Change

<table>
<thead>
<tr>
<th>Month</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>July-15</td>
<td>-0.83%</td>
</tr>
<tr>
<td>August-15</td>
<td>-8.27%</td>
</tr>
<tr>
<td>September-15</td>
<td>-1.48%</td>
</tr>
<tr>
<td>October-15</td>
<td>1.71%</td>
</tr>
<tr>
<td>November-15</td>
<td>3.97%</td>
</tr>
<tr>
<td>December-15</td>
<td>5.76%</td>
</tr>
<tr>
<td>January-16</td>
<td>6.17%</td>
</tr>
<tr>
<td>February-16</td>
<td></td>
</tr>
<tr>
<td>March-16</td>
<td></td>
</tr>
<tr>
<td>April-16</td>
<td></td>
</tr>
<tr>
<td>May-16</td>
<td></td>
</tr>
<tr>
<td>June-16</td>
<td></td>
</tr>
</tbody>
</table>
Jan-2016
Ridership Report

Comparative Ridership NCRTD Funded Routes

FY12-13 = 269,146 / FY13-14 = 312,093 / FY14-15 = 317,616 / FY15/16 = 164,113
Comparative Ridership NCRTD Operated Routes Only

FY12-13 = 193,027 / FY13-14 = 209,750 / FY14/15 = 184,320 / FY15/16 = 152,409

Questa to Taos Route

FY12-13 = 12,913 / FY13-14 = 10,792 / FY14/15 = 9,794 / FY15/16 = 6,996
FY12-13 = 10,500 / FY13-14 = 10,243 / FY14/15 = 9,862 / FY15/16 = 7,967

FY12-13 = 9,189 / FY13-14 = 7,707 / FY14/15 = 6,567 / FY15/16 = 4,777
FY12-13= 41,470 / FY13-14= 48,943 / FY14/15= 45,007 / FY15/16= 25,980

FY12-13= 6,645 / FY13-14= 7,818 / FY14/15= 8,633 / FY15/16= 4,570
### Chama Route

<table>
<thead>
<tr>
<th></th>
<th>Jul</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY12/13</td>
<td>269</td>
<td>266</td>
<td>188</td>
<td>281</td>
<td>287</td>
<td>207</td>
<td>343</td>
<td>224</td>
<td>273</td>
<td>313</td>
<td>334</td>
<td>307</td>
</tr>
<tr>
<td>FY13/14</td>
<td>362</td>
<td>363</td>
<td>346</td>
<td>396</td>
<td>263</td>
<td>238</td>
<td>377</td>
<td>282</td>
<td>254</td>
<td>326</td>
<td>291</td>
<td>336</td>
</tr>
<tr>
<td>FY14/15</td>
<td>287</td>
<td>179</td>
<td>315</td>
<td>301</td>
<td>230</td>
<td>266</td>
<td>197</td>
<td>147</td>
<td>129</td>
<td>171</td>
<td>295</td>
<td>385</td>
</tr>
<tr>
<td>FY15/16</td>
<td>463</td>
<td>441</td>
<td>392</td>
<td>403</td>
<td>334</td>
<td>290</td>
<td>202</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

FY12-13= 3,292 / FY13-14= 3,834 / FY14/15= 2,902 / FY15/16= 2,525

### El Rito to Española Route

<table>
<thead>
<tr>
<th></th>
<th>Jul</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY12/13</td>
<td>438</td>
<td>422</td>
<td>396</td>
<td>480</td>
<td>441</td>
<td>355</td>
<td>441</td>
<td>433</td>
<td>371</td>
<td>424</td>
<td>363</td>
<td>312</td>
</tr>
<tr>
<td>FY13/14</td>
<td>488</td>
<td>435</td>
<td>407</td>
<td>463</td>
<td>347</td>
<td>358</td>
<td>434</td>
<td>414</td>
<td>438</td>
<td>436</td>
<td>365</td>
<td>395</td>
</tr>
<tr>
<td>FY14/15</td>
<td>393</td>
<td>380</td>
<td>396</td>
<td>372</td>
<td>245</td>
<td>341</td>
<td>235</td>
<td>282</td>
<td>195</td>
<td>116</td>
<td>114</td>
<td>160</td>
</tr>
<tr>
<td>FY15-16</td>
<td>155</td>
<td>169</td>
<td>163</td>
<td>157</td>
<td>149</td>
<td>198</td>
<td>165</td>
<td></td>
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<td></td>
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FY12-13= 4,876 / FY13-14= 4,980 / FY14/15= 3,229 / FY15/16= 1,156
Espanola to Santa Fe Route

Santa Clara to Espanola/Santa Fe Route


Espanola to Los Alamos Route

FY12-13 = 1,461 / FY13-14 = 1,685 / FY14-15 = 1,820 / FY15-16 = 748
Tesuque Santa Fe Route

FY12-13 = 7,524 / FY13-14= 10,448 / FY14-15= 9,322 FY15-16= 5,231

San Ildefonso Pueblo Route

FY12-13= 3,347/ FY13-14= 2,951 / FY14-15= 1,997 / FY15-16= 2,193
### Demand Response Pojoaque Students

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FY12-13 = 3,515 / FY13-14 = 3,911 / FY14-15 = 2,695 / FY15-16 = 1,719

### Demand Response Route

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FY12-13 = 7,859 / FY13-14 = 8,030 / FY14-15 = 7,397 / FY15-16 = 4,175
Pojoaque Route has been changed to Pojoaque Dial A Ride effective 03/16/2015.

**Red River Route**

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FY12-13= 5,319 / FY13-14= 4,380 / FY14-15= 3,605 / FY15-16= 1,767

**Pojoaque/Nambe Dial-A-Ride Route**

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Pojoaque Route has been changed to Pojoaque Dial A Ride effective 03/16/2015.
Turquoise Trail / 599 Route

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FY12-13= 5,899 / FY13-14= 7,438 / FY14-15= 9,220 / FY15-16= 4,342

Eldorado Route

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FY12-13= 7,045 / FY13-14= 6,636 / FY14-15= 5,154 / FY15-16= 2,721
### Edgewood Route

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**FY12-13= 7,568 / FY13-14= 9,612 / FY14-15= 8,822 / FY15-16= 3,960**

### Tres Piedras - Services began on March 18, 2015

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**FY14/15= 236  FY15/16= 315**
UNM Klauer Route - Services resumed on August 17, 2015

FY12-13= 4,504 / FY13-14 = 3,579 / FY14/15= 1,908  FY15/16= 847

Taos Express - Services began on January 2, 2015

FY14/15= 731  FY15/16= 880

Special Events

FY14/15= 105  FY15/16= 105
FY15/16= 37,351

FY15/16= 690

FY15/16= 658
FY15/16 = 2,982

FY15/16 = 3,174
Los Alamos Enhanced

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Los Alamos Route 11 formerly route 10

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FY12-13= 6,792 / FY13-14 = 6,230 / FY14-15 = 6,873 / FY15-16 = 4,204

Los Alamos Route 2

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<td>7387</td>
<td>8733</td>
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<td>FY15-16</td>
<td>10760</td>
<td>8705</td>
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</table>


June-Route 10 didn't run due to fire
Santa Fe Route 2


Santa Fe Route 4

FY12-13 = 10,015 / FY13-14 = 11,543 / FY14-15 = 9,626 / FY15-16 = 5,644
Santa Fe Route 22

FY12-13 = 10,925 / FY13-14 = 10,318 / FY14-15 = 7,739 / FY15-16 = 4,326

Santa Fe Pick Up

FY12-13 = 80,318 / FY13-14 = 76,413 / FY14-15 = 86,790 / FY15-16 = 42,400
<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>
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<tbody>
<tr>
<td>Jul</td>
<td>36,767</td>
<td>35,176</td>
<td>34,454</td>
<td>30,534</td>
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<td>Aug</td>
<td>33,994</td>
<td>33,786</td>
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<td>30,401</td>
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<td>25,522</td>
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<tr>
<td>June</td>
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