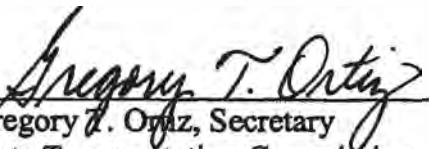


STATE TRANSPORTATION COMMISSION
CERTIFICATION OF MID-REGION TRANSIT DISTRICT

The State Transportation Commission ("Commission") hereby certifies that the Mid-Region Transit District has complied with the requirements of the Regional Transit District Act, NMSA 1978, Section 73-25-1 ("Act"), which governs the creation of a Regional Transit District. Pursuant to Commission Policy 90 and Commission Resolution No. 2005-3 (MAR), the Commission further certifies that the Mid-Region Transit District has been duly organized under the provisions of the Act. The Mid-Region Transit District is comprised of the County of Valencia, Town of Bernalillo, City of Belen, Village of Los Lunas, Village of Bosque Farms, County of Bernalillo, Village of Los Ranchos de Albuquerque, Sandoval County, City of Rio Rancho, and City of Albuquerque. The Commission will cause a copy of this Certification to be recorded in each county that has territory included in the boundaries of this District.


Johnny Cope, Chair
State Transportation Commission

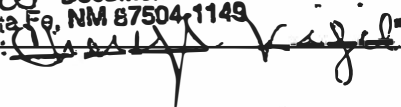

Gregory T. Ortiz, Secretary
State Transportation Commission

SEAL

Date: March 29, 2005

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P.O. Box 1149
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Santa Fe, NM 87504-1149
Attn: 



Mid-Region Council of Governments

M. Steven Anaya

Chair, Board of Directors
Councillor, City of Moriarty

Lawrence Rael

Executive Director

March 16, 2005

MEMBER GOVERNMENTS

City of Albuquerque
Albuquerque Public Schools
Albuquerque Metropolitan
Arroyo Flood Control
Authority
City of Belen
Bernalillo County
Town of Bernalillo
Village of Bosque Farms
Village of Corrales
Village of Cuba
Town of Edgewood
Village of Encino
Town of Estancia
Village of Jemez Springs
Village of Los Lunas
Los Lunas Schools
Village of Los Ranchos
de Albuquerque
Middle Rio Grande
Conservancy District
City of Moriarty
Town of Mountainair
City of Rio Rancho
Rio Rancho Schools
Sandoval County
Southern Sandoval
County Arroyo Flood
Control Authority
Village of Tijeras
Torrance County
Valencia County
Village of Willard

Johnny Cope, Chair
New Mexico Transportation Commission
P.O. Box 905
Hobbs, New Mexico 88240

Subject: New Mexico Transportation Commission
March 29, 2005 Meeting
Certifying the Mid-Region Regional Transit District

JOHNNY
Dear Chairman Cope:

On behalf of the counties of Sandoval, Bernalillo, and Valencia; the cities of Rio Rancho, Albuquerque, and Belen; the town of Bernalillo; and the villages of Los Ranchos de Albuquerque, Bosque Farms, and Los Lunas, each of whom have voted to create a regional transit district, I am requesting that the Commission consider certifying the formation of a "Mid-Region Transit District" during your March 29, 2005, commission meeting. Attached is a copy of the regional transit district contract and the associated signature pages, as required by the New Mexico Regional Transit District Act, as well as drafts of the proposed regional transit district by-laws, and the service sector council by-laws.

Thank you for consideration of this request and the Commission and the Transportation Department's continued support for the development of a multimodal transportation system for New Mexico.

Sincerely,

Lawrence Rael
Lawrence Rael
Executive Director

Xc: New Mexico State Transportation Commission Members
Rhonda Faught, Secretary, New Mexico Department of
Transportation

MID-REGION TRANSIT DISTRICT GOVERNMENTAL UNIT CONTRACT

WHEREAS, pursuant to the Regional Transit District Act, N.M. Statutes, Chapter 73, Article 25 [Sections 73-25-1 to 73-25-18 NMSA 1978], governmental units may create a regional transit district by contract. This district is authorized to exercise the functions conferred by the provisions of the Act including the establishment of a regional transit system that is compatible with established state and local transportation plans that transports or conveys passengers within a region by means of a high-occupancy vehicle, including an automobile, truck, bus, van or railcar;

WHEREAS, the purpose of a regional transit district is to:

A. Serve the public by providing for the creation of regional networks of safe and efficient public transit services;

B. Allow multijurisdictional public transit systems to reduce the congestion of single-occupant motor vehicle traffic by providing transportation options for residents;

C. Decrease automobile accidents by reducing traffic congestion on freeways and streets;

D. Reduce noise and air pollution produced by motor vehicles;

E. Prolong and extend the life of New Mexico's existing roadways by easing the traffic burden;

F. Provide residents with a choice of transportation alternatives so that seniors, youth, low-income and mobility-impaired residents and others unable to drive or afford motor vehicles continue to have full access to the goods, services, jobs and activities of the community;

G. Improve the New Mexico economy by increasing workforce and citizen access to education and higher paying jobs;

H. Prolong and extend petroleum resources; and

WHEREAS, upon the signing of this Contract by two or more governmental units and upon the issuance by the New Mexico Transportation Commission of a certificate stating that the district has been duly organized according to the provisions of the Act, the district shall constitute a separate political subdivision of the state and shall have all the duties, privileges, immunities, rights, liabilities and disabilities of a political subdivision.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, the initial signatories hereby agree as follows:

SECTION 1 - DEFINITIONS

“Act” means the Regional Transit District Act;

“Alternate Director” means any person appointed as the designee of a Director pursuant to Section 3C hereof;

“Board” means the board of directors of the District;

“Board Chair” means the Director who is confirmed by majority vote of the Board Membership to serve as chairperson of the Board;

“Board Member” means a Director;

“Board Membership” means all Directors of the Board;

“Bond” means a revenue bond;

“Commission” means the state transportation commission;

“Director” means any person appointed as a Director pursuant to Section 3C of this Contract;

“District” means the Mid Region Transit District which is created by this Contract as a political subdivision of the state pursuant to the Act;

“Financial Plan” means a document for a multi-year period, covering the district’s operating and capital programs, which provides information regarding the recent financial condition of the district; describes the district’s current financial status; and provides information on costs, revenues, funding sources, and financing mechanisms;

“Governmental Unit” means the state, a county or a municipality of the state or an Indian nation, tribe or pueblo located within the boundaries of the state;

“Initial Service Plan” means the first “Service Plan” (see definition below) that is approved by the Board;

“Non-revenue Vehicle” means vehicles not normally used for the provision of revenue service for passengers;

“Officer” means the Board Chair, Vice Chair or Chief Executive Officer, and any subordinate officer or agent appointed and designated as an officer of the District by the Board;

“Ordinance” means a rule established by a governing body, in the form of a permanent rule of action, law or regulation;

“Regional Transit System” means a property, improvement or system designed to be compatible with established state and local transportation plans that transports or conveys passengers within a region by means of a high-occupancy vehicle, including an automobile, truck, bus, van or railcar;

“Resolution” means a course of action determined or decided on by the Board;

“Revenue” means tolls, fees, rates, charges, assessments, grants, contributions or other income and revenues received by the District;

“Revenue Vehicle” means the floating and rolling stock used to provide revenue service for passengers;

“Service Plan” means a document for a multi-year period that describes the district’s operating and capital plans; this plan shall state the district’s goals and objectives, how document elements contribute to meeting the transportation needs of the region, prioritization of projects, and the district’s financial ability to provide the services and projects;

“User of Public Transportation Services” means an individual who on average uses the public transportation system a minimum of two times per week.

SECTION 2 – NAME AND PURPOSE OF THE DISTRICT AND THE REGIONAL TRANSIT SYSTEMS TO BE PROVIDED

A. The regional transit district created by this Contract shall be called the “Mid-Region Transit District” until such time as the Board may change the name by a two-thirds vote of the Board Membership.

B. The purpose of the District is to carry out the powers, privileges and duties vested in or imposed upon the District by the Act.

C. The District shall provide regional transit services that are compatible with established state and local transportation plans that call for transporting or conveying passengers within a region by means of a high-occupancy vehicle, including an automobile, truck, bus, van or railcar.

SECTION 3 – ESTABLISHMENT AND ORGANIZATION OF THE BOARD OF DIRECTORS

A. The Board shall be composed of at least one Director from each governmental unit that is a member of the District. The number of directors for each of these governmental units shall be determined in the manner detailed below, except that a

governmental unit shall not have a majority of membership on the Board, unless there are three or fewer governmental units that are signatories to this Contract. The Board shall be reconstituted in the year following each official federal census.

1. Population under – 50,000 – One Director
2. Population 50,001 – 100,000 – Two Directors
3. Population 100,001 – 150,000 – Three Directors
4. Population 150,001 – 300,000 – Four Directors
5. Population 300,001 – 450,000 – Five Directors
6. Population 450,001 – 600,000 – Six Directors
7. Population 600,001 – 750,000 – Seven Directors

B. The Board shall be organized according to Bylaws.

C. Manner of the Appointment of Directors and Alternate Directors, Their Term of Service and Qualifications and Procedure for Filling Vacancies.

1. Appointment. Each governmental unit that is a signatory to this Contract shall appoint, in a manner to be determined by each governmental unit, an elected official(s) of the governmental unit as a Director and may also appoint a designee(s) for this elected official(s) as an Alternate Director.

2. Term of Service and Qualifications. The term of service for each Director and Alternate Director, if any, shall commence with the first meeting of the Board following his or her appointment, shall be for a minimum of one year, and shall continue until:

- a. The date on which a successor is duly appointed; or
- b. The date on which he or she ceases to be an elected official of the appointing governmental unit; or
- c. The date on which he or she is removed from the Board by the governmental entity.

3. Filling Vacancies.

a. Resignation. Any Director or Alternate Director may resign at any time, effective upon receipt by the Board Chair of a written notice of resignation. The resignation by the Board Chair is effective upon receipt by the Board Vice-Chair of a written notice of resignation. A resignation by the Board Vice-Chair when the Board Chair position is vacant is effective upon receipt by the Chief Executive Officer of a written notice of resignation.

b. Vacancies. Vacancies in the office of any Director or Alternate Director shall be filled pursuant to Section 3C1.

D. Alternate Director. In the event a Director is absent from a Board meeting, the Alternate Director appointed by the governmental unit that appointed the Director shall act for the Director for all purposes, except in the following instances, when only an elected official may cast a vote:

1. Ratification of acquisition of land by negotiated sale; and
2. Issuance of bonds.

E. Officers of the Board, the Manner of their Appointment and their Duties.

1. Board Chair.

a. Powers, Authority and Duties. The Board Chair shall have the power to call and chair meetings of the Board and such other powers as may be prescribed from time to time by the Board. The Board Chair shall have such additional authority, powers and duties as are appropriate and customary for the office of the chair of the board of directors of entities such as the District, and as the Board may otherwise prescribe.

b. Selection of Board Chair. The names of those nominated shall be voted upon by successive ballots until a nominee receives a majority vote of the Directors in attendance. At the conclusion of each ballot when no nominee has received a majority vote, the nominee receiving the lowest vote total shall be eliminated from successive ballots.

2. Board Vice-Chair.

a. Powers, Authority and Duties. The Vice-Chair shall be the Officer next in seniority after the Board Chair and, upon the death, absence or disability of the Board Chair shall have the authority, powers and duties of the Board Chair. The Board Vice-Chair shall have additional authority, powers and duties as are prescribed by the Board.

b. Selection of Board Vice-Chair. The names of those nominated shall be voted upon by successive ballots until a nominee receives a majority vote of the Directors in attendance. At the conclusion of each ballot when no nominee has received a majority vote, the nominee receiving the lowest vote total shall be eliminated from successive ballots.

3. Removal of Board Chair and/or Board Vice-Chair. The Board Chair and Board Vice-Chair may be removed from office by an affirmative vote of a majority of the Board Membership. A motion made at a regular meeting shall initiate such action, but the vote shall not be called for until the next regular meeting or at a special meeting called for the purpose of considering such motion. The Chief Executive Officer shall cause to be delivered or shall mail a copy of the resolution to remove the Board Chair and/or Board

Vice-Chair to the affected individual(s) at least seven calendar days prior to the meeting at which the motion is to be considered.

F. Vacancies. Vacancies in the office of Board Chair and/or Board Vice-Chair shall be filled pursuant to Section E.

G. Delegation of Power. Subject to the provisions of the Act, this Contract, and the Bylaws, the Board may delegate its powers by resolution to an officer or agent of the Board.

SECTION 4 – VOTING REQUIREMENTS FOR ACTION BY THE BOARD

A. Resolutions and Voting. All actions of the Board shall be by written resolution or ordinance. Decisions of the Board shall be adopted upon the affirmative vote of a majority of the Directors in attendance except as otherwise provided in the Act, in this Contract, or in the Bylaws.

B. Adoption of Bylaws. The Board acting by resolution shall adopt Bylaws by a two-thirds affirmative vote of the Board Membership provided that notice of the proposed Bylaws shall have been delivered or mailed to each Director not less than seven calendar days prior to the meeting at which the Bylaws are to be considered.

C. Amending of Bylaws. The Board acting by resolution may amend the Bylaws by a two-thirds affirmative vote of the Board Membership provided that notice of the proposed amendment(s) shall have been delivered or mailed to each Director not less than seven calendar days prior to the meeting at which the amendments are to be considered.

SECTION 5 – CHIEF EXECUTIVE OFFICER

A. Powers, Authority and Duties. The Chief Executive Officer shall be the chief executive officer of the District, shall supervise the day-to-day activities of the District; shall hire, fire, or transfer District employees according to policies and procedures approved by the Board; be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies; shall give, or cause to be given, notice of all meetings (including special meetings) of the Board; keep minutes of such meetings; have charge of the District's seal; have authority to impress or affix the District's seal to any instrument (and, when so impressed or affixed, it may be attested by his or her signature); shall see that all policies, directions and orders of the Board are carried out; and shall, under the supervision of the Board, have such other authority, powers or duties as may be prescribed by the Board. Unless the Board has authorized such exercise of authority, decisions or instructions of individual Board members or committees shall not be binding on the Chief Executive Officer.

B. Selection of Chief Executive Officer. The selection of the Chief Executive Officer shall be approved by a majority of the Directors in attendance. The names of

those nominated shall be voted upon by successive ballots until a nominee receives a majority vote of the Directors in attendance. At the conclusion of each ballot when no nominee has received a majority vote, the nominee receiving the lowest vote total shall be eliminated from successive ballots.

C. Removal of Chief Executive Officer. The Chief Executive Officer may be removed from office by a two-thirds affirmative vote of the Board Membership. A motion made at a regular meeting shall initiate such action, but the vote shall not be called for until the next regular meeting or at a special meeting called for the purpose of considering such motion. The Board Chair shall cause to be delivered or shall mail a copy of the resolution to remove the Chief Executive Officer to the affected individual at least seven calendar days prior to the meeting at which the motion is to be considered.

D. Vacancy: A vacancy in the Chief Executive Officer position shall be filled pursuant to Section 5B.

E. Interim Chief Executive Officer: When a vacancy in the Chief Executive Officer position occurs, the Board, by majority vote, shall appoint an interim Chief Executive Officer, who shall serve in this position until the Chief Executive Officer position is filled.

SECTION 6 – PROVISIONS FOR THE DISTRIBUTIONS, DISPOSITION OR DIVISION OF THE ASSETS OF THE DISTRICT

If the District is ever dissolved, the assets of the District shall be distributed in the following manner, according to the conditions that existed on the date that the successful vote to dissolve the District was taken. As used in this Section, the term “per capita” means the number of individuals living within the governmental unit within the District service area.

A. Revenue Vehicles. Revenue vehicles shall be distributed to the respective governmental units in the following manner:

1. Each governmental unit shall receive the number of vehicles that was required to provide the peak weekday level of service in that governmental unit.
2. After the available revenue vehicles are distributed according to Section A 1 above, the remaining revenue vehicles shall be distributed to each governmental unit on a per capita basis.

B. Non-Revenue Vehicles. Non-revenue vehicles shall be distributed to the governmental units on a per capita basis. Vehicles used to service, tow, or maintain vehicles, facilities, or other assets of the Regional Transit District are considered to be maintenance equipment.

C. Maintenance Facilities and Maintenance Equipment. Any maintenance facility and maintenance equipment shall revert to the governmental unit in which it is located.

D. Non-Maintenance Facilities shall revert to the governmental unit in which it is located.

E. Cash Balances and Accounts Receivables. The cash balance and accounts receivable shall be distributed to each governmental entity of the District on a per capita basis.

F. Land. Land owned by the District shall revert to the governmental unit in which it is located.

SECTION 7 – BOUNDARIES OF THE DISTRICT

The boundaries of the District shall be the boundaries of the governmental units that are signatories of this Contract and that provide financing to the District. The boundaries of the District shall be modified, as needed, pursuant to Section 11 of this Contract.

SECTION 8 – SERVICE SECTORS

A. Purpose. The Board understands that the District has a need for public transportation services that address both local and regional needs. In order to provide public transportation services that address these needs and as a means to allow maximum local community input, the District will organize service sector councils to develop service plans, monitor operational performance, and provide input on local and regional public transportation needs.

B. Organization. A service sector council will be organized within each county in which a governmental unit that is a member of the District is located. A service sector council will also be organized for commuter rail service within the District. The service sectors may be adjusted from time to time by the Board as circumstances within the District or within service sectors dictate.

C. Membership. Each Service Sector Council, except for the Commuter Rail Service Sector shall have a maximum of eight (8) members.

D. Appointment of Members – Except Commuter Rail Service Sector Council. Each governmental unit that is a member of the District shall appoint a member(s) to the Service Sector Council of the county in which the governmental unit is located; the governmental unit may also appoint an alternate(s). The governmental units that appoint members to a Service Sector Council shall determine among themselves the number of members that each governmental unit may appoint to that Service Sector Council. Governmental units may determine that each governmental unit shall individually appoint members to the Service Sector Council or that two or more governmental units shall jointly appoint members to the Service Sector Council or any combination of individual and joint appointment of members. If there are three or more governmental units in a

service sector, then no one governmental unit shall appoint a majority of the members to the Service Sector Council. If there are two governmental units in a service sector, then the governmental unit having the largest population shall appoint five members to the Service Sector Council.

E. Appointment of Members – Commuter Rail Service Sector Council. Each governmental unit that is a member of the District shall appoint a member to the Commuter Rail Service Sector Council; the governmental unit may also appoint an alternate.

F. Term of Office. The term of office of Service Sector Council members shall be three years which shall be staggered among members. At the initial meeting of Service Sector Councils, the members shall determine which members shall have a one-year term, which members shall have a two-year term and which members shall have a three year term. Members can serve for two consecutive terms and then cannot be reappointed until a time period of three years has passed.

F. Eligibility. Service Sector Council members shall represent a broad spectrum of interests and geographic areas of their Service Sector. Members must reside or work within the Service Sector boundaries, and may not be a member of the Mid Region Transit District Board of Directors or an employee of the Mid Region Transit District. Within three years of the beginning of public transportation service by the Mid Region Transit District, at least 50% of the Service Sector Council members must be users of public transportation services.

G. Transferability and Assignability. Service Sector Council membership is not transferable or assignable.

H. Code of Conduct. Service Sector Council members shall adhere to the Mid Region Transit District Code of Conduct and relevant local, state, and federal regulations and laws.

I. Attendance. If a Service Sector Council member has more than four absences in a row or in a six-month period, without being excused by the Council Chair, the Council Chair may declare this member inactive and request that the governmental unit that the Council member represents appoint a new member and that the current member be removed.

J. Resignation. A member of a Service Sector Council may render his/her resignation by sending a letter to the Chair of the Service Sector Council, with a copy to the Chief Executive Officer.

K. Removal. Any member of a Service Sector Council may be removed if the Service Sector Council deems this is in the best interests of the Service Sector Council. A motion made at a regular meeting shall initiate such action, but the vote shall not be called for until the next regular meeting or at a special meeting called for the purpose of

considering such motion. The Chair of the Service Sector Council shall cause to be delivered or mailed a copy of the resolution to remove the Council member to the affected individual(s) at least seven (7) calendar days prior to the meeting at which the motion is to be considered. Removal requires a two-thirds vote of those Service Sector Council members present at the meeting and confirmation by the Regional Transit District Board of Directors.

L. Bylaws. Each Service Sector Council shall be governed by Bylaws. The Bylaws shall be approved by the Board by a majority vote of the Directors in attendance.

M. Vacancies: Vacancies in Service Sector Councils shall be filled in the same manner as appointments of members are made.

SECTION 9 – TERM OF THE CONTRACT

A. This Contract shall not be terminated or rescinded so long as the District has bonds outstanding.

B. If no bonds are outstanding, the Board by resolution and by a three-quarters affirmative vote of the Board Membership, provided that notice of the intent to terminate or rescind shall have been delivered or mailed to each Board member not less than seven calendar days prior to the meeting at which such action is considered, may determine to terminate or rescind this Contract.

C. If the Board votes to terminate or rescind this Contract, the effective date of this action shall be no sooner than six months from the effective date of the resolution.

SECTION 10 – AMENDMENT OF THE CONTRACT

This Contract may be amended by a two-thirds affirmative vote of the Board Membership provided that notice of the proposed amendment(s) shall have been delivered or mailed to each Director not less than seven calendar days prior to the meeting at which such amendment(s) are considered.

SECTION 11 – ADDING OR WITHDRAWAL OF PARTIES TO THE CONTRACT

A. Adding. After the creation of the District, a governmental unit adjacent to but not part of the District may join the District and determine the territorial area to become a part of the District and the effective date of membership. A two-thirds affirmative vote of the Board Membership shall be required before the governmental unit may join the District.

B. Withdrawal.

1. Within Sixty (60) – days of the Board’s Approval of the Initial Service Plan. After the initial formation of the Mid-Region Transit District and after the Board's approval of the initial service plan and associated financial plan, each governmental entity that is a member of the Mid-Region Transit District has 60-days to determine if it wants to unconditionally withdrawal from this transit district. If a member wishes to unconditionally withdraw from this transit district, it needs to adopt a resolution to withdraw within the 60-days and send this resolution to the Chairperson of the Board of Directors. The Board of Directors shall formally and unconditionally accept this withdraw within 30-days of its receipt by the Chairperson and transmit its approval of the withdrawal to the Transportation Commission.

2. After Sixty (60)-days of the Board’s Approval of the Initial Service Plan. A governmental unit that is a member of the District may withdraw from the District by adopting a resolution to withdraw. The governmental unit shall withdraw its representative(s) from the Board. Real property owned by the District within the boundaries of the withdrawing governmental unit shall remain the property of the District. The provisions of withdrawal shall be negotiated and agreed to by the Board, the governmental unit and the Commission.

3. Financial Obligations. Withdrawal from the District, however, shall not terminate the governmental unit’s responsibility for fulfillment of bond or other obligations. The withdrawing governmental unit’s financial commitment to the District shall continue until the District has collected a financial amount equal to the withdrawing governmental unit’s pro-rata share of the District’s financial obligations that existed at the time of withdrawal. The withdrawing governmental unit’s financial obligation to the District shall equal its share of the total amount of the following:

- a. Outstanding obligations under contract and authorized in the District’s current budget;
- b. Outstanding contractual obligations for capital and other expenditures payable from sources other than proceeds of notes, bonds or other obligations;
- c. Payments due or to become due in all subsequent years on notes, bonds or other securities or obligations for debt issued by the District;
- d. Required reserves for all years to comply with financial covenants made with lenders, note or bond holders or other creditors or contractors; and
- e. The amount necessary for the full and timely payment of the District’s existing obligations, to avoid a default or impairment of those obligations, including known contingent liabilities.

f. Any of the District's financial obligations that specifically relate to the withdrawing governmental unit will be allocated completely to the governmental unit.

4. Approval of Withdrawal. If the governmental unit's withdrawal is approved, the governmental unit shall withdraw its representative(s) from the Board, real property owned by the District within the boundaries of the withdrawing governmental unit shall remain the property of the District, the governmental unit after the approved date of its withdrawal shall have no responsibility for District debt issued after the effective date of withdrawal, and all public transportation services provided by the District to and within the withdrawing governmental unit shall cease on the effective date of withdrawal.

SECTION 13 – ACCOUNTABILITY AND LIABILITY

A. The District shall insure and defend each Director, the Chief Executive Officer, each Service Sector Council member, member of a committee and employee of the District in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal or other, including appeals), in which he or she may be involved in his or her official capacity, or by reason of any action or omission by him or her in such capacity.

B. The District shall insure each Director, the Chief Executive Officer, each Service Sector Council member, member of a committee and employee of the District against all liability, costs and expenses arising from any such claim, suit or action, except any liability arising from criminal offenses with willful misconduct or gross negligence. The District's obligations pursuant to this Section shall be limited to funds of the District available for such purposes, including but not necessarily limited to insurance proceeds. The Board may establish specific rules and procedures for the implementation of this Section.

SECTION 14 – POWERS, DUTIES AND AUTHORITY OF THE BOARD

A. Property

1. Acquisition and Distribution. On behalf of the District, the Board may acquire by grant, purchase, gift, devise, lease or otherwise, and may hold, use, sell, lease or dispose of, real and personal property of every kind and nature whatsoever, and licenses, patents, rights and interests necessary, convenient or useful for the full exercise of any of its powers pursuant to the provisions of the powers of the Board.

2. Leases and Dispositions. On behalf of the District, the Board may sell, lease, convey or otherwise dispose of any of its rights, interests or properties which are not needed for, or, in the case of leases, which are not consistent with, the efficient operation and maintenance of the system. It may sell, lease or otherwise dispose of, at any time, any surplus materials or personal or real property not needed for its requirements or for the purpose of carrying out its power to lease the system or any part

thereof to, or contract for the use or operation of the system or any part thereof by any operator.

B. Joint Use and Service Agreements

On behalf of the District, the Board shall have the power to enter into agreements with any other public utility, private utility, communication systems, common carrier, or transportation system for the joint use of their respective facilities, installations and properties of whatever kind and character within the District boundaries and to establish agreements for through routes, joint fares or transfer of passengers. The District may contract with any person, firm, corporation, non-profit corporation, city, county or other political subdivision for the District to provide public transportation services to any area outside the boundaries of the District on such terms and conditions as may be agreed to by the parties.

C. Fares, Charges and Tolls

1. Generally. On behalf of the District, the Board may promulgate rules regarding the collection of fees, charges and tolls. The Board may also enter into traffic and toll enforcement agreements.

2. Revenues. On behalf of the District, the Board shall establish and maintain rates, fares, tolls, charges, rents, or other compensation for the use of the facilities of the system acquired, constructed, operated or maintained by the District which shall be reasonable and nondiscriminatory and which, together with receipts collected by the District, shall be sufficient to produce revenues adequate to:

a. Pay all expenses necessary to the operation and maintenance of the properties and facilities of the District;

b. Pay the interest on and principal of all bonds issued by the District which are payable in whole or in part from such revenues, when and as the same shall become due and payable;

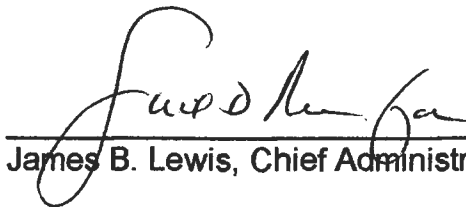
c. Pay all sinking fund and reserve fund payments agreed to be made in respect of any such bonds, and payable out of such taxes and revenues when and as the same shall become due and payable; and

d. Fulfill the terms of any agreements made with the holders of such bonds or with any person in their behalf.

SIGNATURE PAGE

CITY OF ALBUQUERQUE
MID-REGION REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT

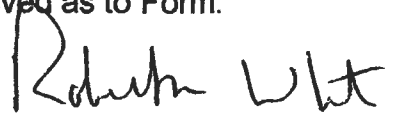
City of Albuquerque



James B. Lewis, Chief Administrative Officer

3/23/05
Date

Approved as to Form:



Robert M. White, City Attorney 

3-22-05
Date

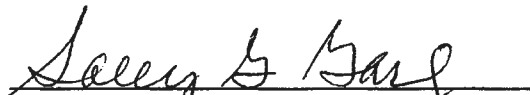
SIGNATURE PAGE

MID-REGION REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of November 2, 2004

CITY OF BELEN


Ronnie Torres, Mayor

ATTEST:


Sally Garley, City Manager

3. Pay all sinking fund and reserve fund payments agreed to be made in respect of any such bonds, and payable out of such taxes and revenues when and as the same shall become due and payable; and
4. Fulfill the terms of any agreements made with the holders of such bonds or with any person in their behalf.

IN WITNESS WHEREOF, the parties have herein below set their hand. This Agreement has been approved by:

COUNTY OF BERNALILLO

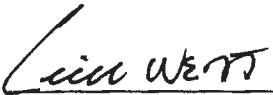


Thaddeus Lucero, County Manager

11/9/04

Date

Recommended By



Tim West
Deputy County Manager for Public Works

11/2-04

Date

Approved as to Form Only



Tifo Chavez, County Attorney

11/2/04

Date

SIGNATURE PAGE

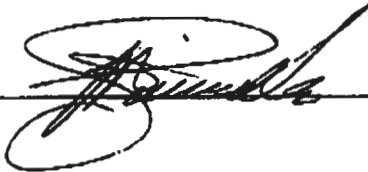
**MID-REGION REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of November 2, 2004**

TOWN OF BERNALILLO



Charles Aguilar, Mayor

ATTEST:



SIGNATURE PAGE

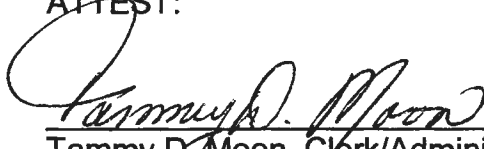
MID-REGION REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of November 2, 2004

VILLAGE OF BOSQUE FARMS



Wayne Ake, Mayor

ATTEST:



Tammy D. Moon, Clerk/Administrator

The Parties have executed this Mid-Region Transit District Governmental Unit Contract as of the last date below written.

CITY OF RIO RANCHO

By: _____

James M. Palenick
City Administrator

Date: _____

3-3-05

Approved as to form:

By: _____

James C. Babin
City Attorney

MID-REGION TRANSIT DISTRICT

By: _____

It's Board Chair

Date: _____

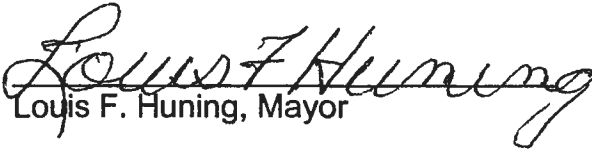
By: _____

It's Board Vice-Chair

SIGNATURE PAGE

MID-REGION REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of November 2, 2004

VILLAGE OF LOS LUNAS


Louis F. Huning, Mayor

ATTEST:

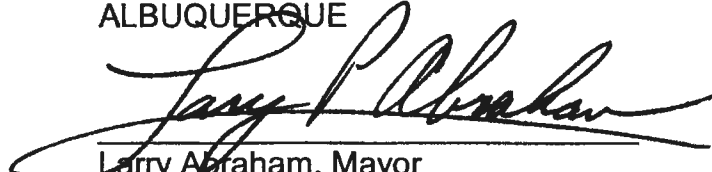

Phillip Jaramillo, Village Administrator

SIGNATURE PAGE

MID-REGION REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT

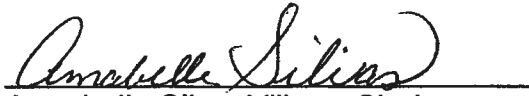
Dated as of November 2, 2004

VILLAGE OF LOS RANCHOS DE
ALBUQUERQUE



Larry Abraham, Mayor

ATTEST:

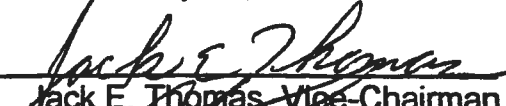


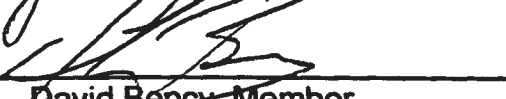
Annabelle Silva, Village Clerk

DONE THIS 17th DAY OF FEBRUARY 2005.

SANDOVAL COUNTY COMMISSION


William Sapien, Chairman


Jack E. Thomas, Vice-Chairman


David Beney, Member


Don Leonard, Member


Joshua Madalena, Member

ATTEST:


Sally Padilla, County Clerk

APPROVED AS TO FORM:


David Mathews, County Attorney

Signature Page / Mid-Region Transit District Governmental Unit Contract

SECTION 14 – FARES, CHARGES AND TOLLS

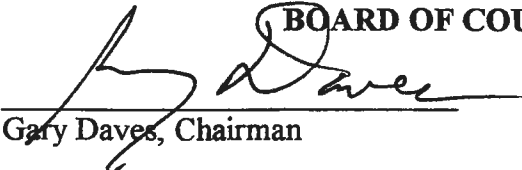
A. Generally. On behalf of the District, the Board may promulgate rules regarding the collection of fees, charges and tolls. The Board may also enter into traffic and toll enforcement agreements.

B. Revenues. On behalf of the District, the Board shall establish and maintain rates, fares, tolls, charges, rents, or other compensation for the use of the facilities of the system acquired, constructed, operated or maintained by the District which shall be reasonable and nondiscriminatory and which, together with receipts collected by the District, shall be sufficient to produce revenues adequate to:

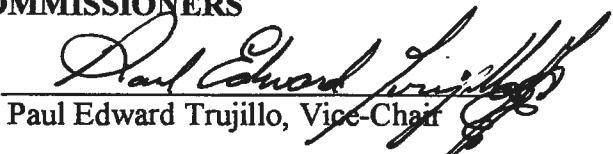
1. Pay all expenses necessary to the operation and maintenance of the properties and facilities of the District;
2. Pay the interest on and principal of all bonds issued by the District which are payable in whole or in part from such revenues, when and as the same shall become due and payable;
3. Pay all sinking fund and reserve fund payments agreed to be made in respect of any such bonds, and payable out of such taxes and revenues when and as the same shall become due and payable; and
4. Fulfill the terms of any agreements made with the holders of such bonds or with any person in their behalf.

APPROVED, ADOPTED, AND PASSED on this 1st day of **December**, 2004.

BOARD OF COUNTY COMMISSIONERS



Gary Daves, Chairman



Paul Edward Trujillo, Vice-Chair

Alicia Aguilar, Commissioner

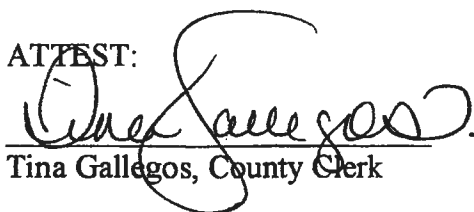


Mary J. Andersen, Commissioner



Aurelio H. Padilla, Commissioner

ATTEST:



Tina Gallegos, County Clerk

PROPOSED MID-REGION TRANSIT DISTRICT BYLAWS

INRODUCTION

The Mid Region Transit District (RTD) was created pursuant to the Regional Transit District Act, N.M. Statutes Chapter 73, Article 25 [Sections 73-25-1 through 73-25-18 NMSA 1974]. The RTD is authorized to exercise the functions conferred by the provisions of the Act that include the establishment of a regional transit system that is compatible with established state and local transportation plans that transports or conveys passengers within a region by means of a high-occupancy vehicle, including an automobile, truck, bus, van or railcar;

WHEREAS, the purpose of a regional transit district is to:

- A. Serve the public by providing for the creation of regional networks of safe and efficient public transit services;
- B. Allow multijurisdictional public transit systems to reduce the congestion of single-occupant motor vehicle traffic by providing transportation options for residents;
- C. Decrease automobile accidents by reducing traffic congestion on freeways and streets;
- D. Reduce noise and air pollution produced by motor vehicles;
- E. Prolong and extend the life of New Mexico's existing roadways by easing the traffic burden;
- F. Provide residents with a choice of transportation alternatives so that seniors, youth, low-income and mobility-impaired residents and others unable to drive or afford motor vehicles continue to have full access to the goods, services, jobs and activities of the community;
- G. Improve the New Mexico economy by increasing workforce and citizen access to education and higher paying jobs; and
- H. Prolong and extend petroleum resources.

ARTICLE I DEFINITIONS

“Act” means the Regional Transit District Act;

“Agenda” means a list and/or summary of proposed action items for review, recommendation, and final decision, if applicable, by the Board;

“Board” means the board of Directors of the District;

“Board Chair” means the Director confirmed by majority vote of the Board Membership to serve as chairperson of the Board;

“Board Membership” means all Directors of the Board;

“Bond” means a revenue bond;

“Commission” means the state transportation commission;

“Committee” means a permanent or ad hoc committee of the District established to advise and assist the Board and the Chief Executive Officer of the District in the performance of their respective duties;

“Committee Chair” means the individual appointed by the Board Chair as chairperson of any Committee;

“Consent Agenda” means a portion of the printed Agenda listing action items that are believed to be routine and non-controversial actions of government not subject to question, such as approval of minutes, commendations and declarations, standard agreements and procurements and grants contracts;

“Construct” or “Construction” means the planning, designing, engineering, acquisition, installation, construction, or reconstruction of a regional transit system;

“Director” means a member of the Board;

“District” means the Mid Regional Transit District which is a political subdivision of the state and which was created pursuant to the Act;

“Emergency” means situations involving the risk or likelihood of injury or damage to persons or property, of financial loss to the District or of impairment of public service, and to situations involving legal necessity, wherein the customary or established procedures of the board reasonably cannot be followed or are not applicable;

“Governmental Unit” means the state, a county or a municipality of the state or an Indian nation, tribe or pueblo located within the boundaries of the state;

“Officer” means the Board Chair, Vice Chair, or General Manager, and any subordinate officer or agent appointed and designated as an officer of the District by the Board;

“Ordinance” means a rule established by the Board, in the form of a permanent rule of action, law or regulation;

“Regional Transit System” means a property, improvement or system designed to be compatible with established state and local transportation plans that transports or conveys passengers within a region by means of a high-occupancy vehicle, including an automobile, truck, bus, van or railcar;

“Resolution” means a course of action determined or decided on by the Board;

“Revenue” means tolls, fees, rates, charges, assessments, grants, contributions or other income and revenues received by the District;

“Subcommittee” means any group selected by the Board, the Board Chair, or a Committee Chair to assist a Committee or the Board. Subcommittees shall be assigned specific tasks and responsibilities and, in addition to Board members, may include representatives of other public agencies and citizens; and

“Teleconference” means attendance at a meeting by two-way communication that allows an absent Director to be heard by other Directors attending the meeting and the public.

ARTICLE II COMMITTEES

Section 1: Generally

The Board may establish committees that are reasonably necessary for the conduct of business or for the development of policy by the District. The Board Chair may appoint Directors to committees. Any Director is welcome to attend any committee meeting, however, the actual Directors assigned to that committee will determine a quorum. Only committee members can vote and a majority vote of committee members in attendance is required to add an item to be added to the committee agenda and approved by action of the committee.

Section 2: Duties

Board committees shall review issues and make recommendations to the Board regarding any matter within the Board’s power or authority to act on behalf of or create any obligations of the District except as may be limited by the Board.

Section 3: Standing Committees

The Board may establish or eliminate standing committees by a majority vote of the Board Membership. The Board Chair shall appoint the Committee Chair and the members of the committee.

Section 4: Ad Hoc Committees

The Board Chair may establish ad hoc committees as he or she deems appropriate, including designating a Chair of any such ad hoc committee. All ad hoc committees shall dissolve at such time as the committee has completed its work.

**ARTICLE III
MEETINGS**

Section 1: Generally

All meetings of the Board and all committee meetings shall be open to the public, except those meetings that are excluded from the provisions of the Open Meetings Act, NMSA § 10-15-1(H).

Section 2: Regular Meetings

Regular Board meetings shall be scheduled for [*to be determined*] at the time and place set by the Board. When a scheduled meeting falls on a legal holiday, then such meeting shall be held on the next business day unless otherwise rescheduled or cancelled.

Section 3: Special Meetings

Special meetings may be called when action or attention requires immediate discussion. Special meetings of the Board shall be called by the Board Chair or whenever a request is made to the Board Chair by seven or more Directors. All Directors shall be given written notice of the special meeting as soon as the special meeting is scheduled.

Section 4: Emergency Meetings

The Board Chair may call emergency meetings in cases of emergencies. All Directors shall be given verbal or written notice of the emergency meeting as soon as possible.

Section 5: Closed Sessions

The Board and its committees may consider items authorized by law to be discussed in closed sessions, provided, however, that no vote or other formal action shall be taken in any closed session. The Board shall keep records of all closed sessions.

Section 6: Board Attendance

A. Generally

Each Director is expected to serve faithfully by attending all meetings. If a Director is absent from six meetings of the Board, including regular, special and committee meetings duly called and noticed, without being excused by the Board Chair or the committee chair, the Board Chair may notify the governing unit that appointed the Director of such absenteeism and request that the current director be removed and that the governmental unit appoint a new director who can regularly attend the meetings.

B. Attendance by Teleconference

With the consent of the Board Chair, a Director may attend a meeting via teleconference. Directors shall be required to notify the Chief Executive Officer of the Director's desire to participate in such meeting at least 48 hours prior to the time the meeting is scheduled to convene. A Director attending a meeting by teleconference shall verbally signify his or her vote for each motion being considered during the meeting until such time as the Director verbally indicates his or her desire to withdraw from the meeting. Such withdrawal shall be recorded in the meeting minutes as part of the official record.

Section 7: Board Compensation

Directors shall receive compensation in the amounts provided in the New Mexico "Per Diem and Mileage Act" [Sections 10-8-1 to 10-8-8 NMSA 1978], for regular, special and emergency board meetings, as well as committee meetings in furtherance of a purpose of the Board or a committee created by the Board. Additionally, Directors may receive reimbursement for reasonable expenses occurred in serving in such capacities pursuant to such procedures as may be established by the Board.

Section 8: Adjournment

The Board may adjourn any regular, special or emergency meeting by an affirmative vote of the majority of the Directors in attendance.

Section 9: Notice to the Board

A. Generally

Notice of regular board meetings, special board meetings and committee meetings shall be made in writing and delivered, faxed, or sent by first class mail to each Director and/or committee member at the last known address as shown by the records. Upon request of a Director or the committee member, notice may be given by electronic means. Each notice shall contain the date, time, and place of the meetings, and an agenda for the meeting.

B. Periods of Notice

Notice of regular and special Board meetings shall be made at least four days prior to the day of the scheduled meeting. Notice of emergency meetings shall be made at least two hours before the meeting is convened.

C. Waiver of Notice

A Director or committee member may waive the right to notice of a meeting(s) by expressing his or her consent to the holding of the meeting(s) and having such consent recorded in the minutes of the meeting. The meeting shall be valid for all purposes and any otherwise permissible actions may be taken.

Section 10: Notice to the Public

A. Generally

The Board shall give at least seven business days written or electronic notice to the public of the time and agenda of regular and special meetings. The Board shall also designate during each meeting a public comment period and shall offer the public an opportunity to comment.

B. Posting of Public Notice

Public notice shall be:

1. Provided on the District's bulletin board that shall be located in its administrative offices in a place readily accessible to the public;
2. Furnished to the County Clerk of each member governmental unit to be posted on a bulletin board located at a place convenient to the public;
3. In the case of emergency meetings or additional emergency agenda items, provided by telephone or electronic means to any media requesting such notice in written form filed at the District's administrative office.

**ARTICLE IV
CONDUCT OF BUSINESS**

Section 1: Quorum

A majority of the Board Membership shall constitute a quorum for the purposes of conducting Board business and its exercising power. A majority of the members of a committee shall constitute a quorum for the purposes of conducting committee business and exercising its power.

Section 2: Actions of the Board

A. Generally

All actions of the Board shall be by written resolution or ordinance.

B. Approval of Final Action Items

Unless required by the Act, this Contract, or these Bylaws, an affirmative vote by a majority of the Directors in attendance is required for passage of a final action item.

Section 3: Voting

A. Votes Recorded

Actions taken by the Board shall be taken by motion adopted by voice vote or show of hands, as determined by the Board Chair. However, any Director may demand a roll call on any vote.

B. Presumption of Assent

There shall be no presumption of assent. Whenever an action is taken at a meeting of the Board, it shall be necessary for a Director to be present in the room (unless there is an approved attendance by teleconference) and voting in order for the minutes to reflect the Director as having voted.

C. Abstentions

No Director in attendance may abstain from voting on any matter proposed for action unless he or she believes that a vote on the matter may present a conflict of interest personal to the abstaining Director. Such an abstention shall be indicated by the Director prior to or at the conclusion of a voice vote or at the time of the Director's roll call vote.

Section 4: Order of Business

The business of all meetings shall be transacted as far as practicable in the order of business authorized by the Board Chair and set forth in the agenda. At any meeting where a new Director is to take the oath of office and be seated, such ceremony shall be conducted prior to the determination of a quorum.

Section 5: Agenda Subjects

A. Generally

Subjects may be placed on the agenda by the Board Chair, the Chief Executive Officer, or upon written request of seven (7) Directors. No action shall be taken by the Board on subject matters which were not stated on the agenda in the notice posted for the meeting. The Board may recite specific factual information or existing policy in response to an inquiry made at a meeting about a subject which was not on the agenda. Any deliberation, discussion or decision with respect to the inquiry shall be limited to a proposal to place such subject on the agenda for a subsequent meeting of the Board for which notice shall be provided.

B. Placing Items on the Consent Agenda

Matters of a routine nature may be acted upon by the Board through the use of a Consent Agenda. Actions that are forwarded to the Board from a committee with a "do-pass" recommendation may be included on a Consent Agenda.

C. Removal from the Consent Agenda

Before the vote is taken on the Consent Agenda, Directors may indicate that it includes matters on which they may have a question, or which they would like to discuss. Any Director has a right to remove an item from the Consent Agenda, in which case that item will be transferred to the regular Agenda so that it may be considered and voted on separately.

Section 6: Records

A. Generally

All resolutions and ordinances passed by the Board shall be recorded in a book of approved resolutions and ordinances maintained by the District, as soon as practicable after their passage. Records shall also be made in all other proceedings of the Board, reports entered into the record, certificates, contracts, bonds given by officers, employees, and any other agents of the District, and all public acts. Records shall be public records and shall be open for public inspection.

B. Minutes

At a minimum, the Board minutes shall include the date, time and place of the meeting, the names of Directors in attendance and those absent, the substance of the proposals considered and a record of any decisions and votes taken that show how each Director voted. Minutes shall be public records and shall be open for public inspection.

Section 7: Public Observation Comment

At the discretion of the Board Chair, there may be allocated a period of time during any meeting in which the Board may entertain brief comments from the public. The scope, duration and timing of the public comment period shall be determined by the Board Chair.

**ARTICLE V
BUDGET AND FINANCE**

Section 1: Fiscal Year

The fiscal year of the District shall commence on July 1 and end on June 30 of the following year.

Section 2: Accounts

The Board shall approve a complete system of accounts, shall designate authorized representatives to invest funds, withdraw money from authorized accounts, and complete other transactions as required, and shall approve and regularly review such policies governing financial matters as necessary.

Section 3: Public Finances

A. Generally

The District shall conform to rules and regulations issued by the Local Government Division (LGD) of the Department of Finance and Administration, state of New Mexico, on issues including, but not limited to:

1. Keeping all books, records and accounts in the form prescribed by the LGD; and
2. Making all reports as may be required by the LGD

B. Budget Process

The Chief Executive Officer shall prepare annually a preliminary budget for the ensuing fiscal year including operation and maintenance expenses, debt service and any provisions for capital expenditures. Every preliminary budget shall also set forth a statement of the sources of funds and estimated revenues available to defray such expenditures. Every preliminary budget shall be based on a five (5) year financial plan. In the preparation of each preliminary budget, the classifications and divisions into which such budget shall be divided shall comply with the requirements of any relevant contract, generally accepted accounting principles, or as otherwise provided by the Act or other laws.

C. Adoption of Annual Budget

The Board shall adopt by an affirmative vote of the majority of the Directors in attendance an annual budget for the ensuing fiscal year by May 15. Copies of the annual budget shall be filed in the office of the District and with the designated state officials in compliance with the Act and other laws.

D. Amendment of Annual Budget

The Board may, by an affirmative vote of the majority of the Directors in attendance, adopt an amended annual budget when reasonable and necessary, subject to contractual conditions or requirements existing at the time the need for such an amendment arises. The Board must approve all increases or decreases to the net operating expense line, total capital budget line and total operating revenue line of the District's operating and capital budgets.

Section 4: Appropriations

A. Generally

The Chief Executive Officer may approve all revisions to departmental budgets or between departmental budgets without reporting such changes to the Board provided that the revisions do not result in any changes to the net operating expense line or total operating revenue line of the District's operating and capital budgets.

B. No Contract to Exceed Appropriations

Except as otherwise provided in these Bylaws, neither the Board nor any officer or employee shall have authority to make any contract, or otherwise bind or obligate the District to any liability to pay any money for any of the purposes for which provision is made in the approved budget in excess of the amounts of such budget for any such fiscal year. Any contract, verbal or written, contrary to the terms of this section shall be void ad initio, and no District funds shall be expended in payments of such contracts.

Section 5: Contingencies

In the case of an emergency, which could not reasonably have been foreseen at the time the budget was adopted, the Board may authorize the expenditure of funds in excess of budgeted expense by an affirmative vote of two-thirds of the Board Membership. Such

resolution shall set forth in full the facts concerning the emergency. In any year in which the budget or amendments thereto have been filed with designated officials in compliance with the Act or other laws, a certified copy of the budget shall be filed with the state auditor.

Section 6: Annual Audit

The Board shall have an audit of the affairs of the District prepared following the end of each fiscal year by an independent certified public accountant or a firm of independent public accounts. The annual audit shall be conducted by persons who have no direct or indirect personal interest in the fiscal affairs of the District and are qualified and experienced in public accounting and the auditing of public bodies. The auditor shall provide a signed auditor's opinion as to the fair presentation of the financial position of the District, the results of the District's operations and changes in its financial position for the fiscal year ended. The Board shall cause such other audits to be made as it deems necessary. The annual audit shall be open to public inspection.

Section 7: Procurement

Pursuant to §73-25-5(G)7 of the Act, the Board shall prescribe in accordance with the state Procurement Code, methods for auditing and allowing or rejecting claims and demands for:

1. The awarding of contracts for the construction of improvements, works or structures;
2. The acquisition of equipment; and
3. The performance or furnishing of labor, materials or supplies as may be required for carrying out the purposes of the District.

Section 8: Contracts and Services/Legal Advice

A. Contracts

The Board may adopt rules governing the taking of bids and awarding of such contracts and providing for the waiver of such requirements in the event of emergency, or in the event conditions are not appropriate for the use of formal advertising, items are available only from a single source, or, after solicitation, competition is determined to be inadequate. The Board shall include:

1. Rules for Consulting and Professional Services; and
2. Rules for Real Property

B. Legal Counsel

The Board shall have the authority to retain attorneys as legal counsel to the District at its sole discretion under whatever arrangement it sees fit to negotiate. Such legal counsel

may be called upon as needed by the District to provide whatever counsel it deems necessary in order to properly perform its duties. .

Section 9: Investments

The Board may establish an investment policy to establish the parameters for investing District funds.

Section 10: Depository

The Board shall designate one or more banks to serve as the depository for District funds. All District funds shall be deposited in the depository bank or banks unless otherwise required by resolutions authorizing the issuance of the District's bonds or notes.

**ARTICLE VI
OFFICIAL SEAL**

The seal shall be in such form as the Board shall approve by resolution, and such seal or a facsimile thereof may be impressed on, affixed to, or in any manner reproduced upon, instruments of any nature that seals are generally used by public and private corporations.

**ARTICLE VII
EFFECT OF STATUTES**

A. Effects of Statutes

These Bylaws have been adopted to effectuate applicable statutes of New Mexico. In case any statute is hereafter adopted or amended which would require changes in these Bylaws, these Bylaws shall be deemed to have been altered, amended or repealed accordingly.

**PROPOSED MID-REGION TRANSIT DISTRICT
SERVICE SECTOR COUNCIL
BYLAWS**

ARTICLE I: PURPOSE

Service Sector Councils have been established to maximize local input into the planning of public transportation services within the respective service sectors and the review of the quality of public transportation services being provide within these sectors.

Article II: Officers of the Service Sector Council, the Manner of their Appointment and their Duties

A. Officers: The officers of the Service Sector Council shall consist of the Council Chair and Council Vice-Chair, each of whom shall be elected from among the members of the Council. The Council annually and at such times as there may be a vacancy, shall elect officers. The term of office shall be for one year.

B. Voting for Service Sector Council Chair and Vice-Chair: Votes for these positions shall be done separately. The names of those nominated shall be voted upon by successive ballots until a nominee receives a majority vote of Council members in attendance. At the conclusion of each ballot when no nominee has received a majority vote, the nominee receiving the lowest vote total shall be eliminated from successive ballots.

C. Duties of the Council Chair and Vice-Chair: The Council Chair shall preside at all meetings of the Council and shall exercise and perform such other powers as may be assigned by the Council or prescribed herein. The Council Vice-Chair shall perform the duties of the Council Chair in his or her absence, and when so acting shall have all the powers of and be subject to all the restrictions of the Council Chair.

D. Absence of Council Chair and Vice-Chair: Service Sector Council members in attendance shall determine the presiding officer for the meeting.

E. Removal of Council Chair or Vice-Chair: The Council Chair or Vice-Chair may be removed if members deem this is in the best interests of the Service Sector Council. A motion made at a regular meeting shall initiate such action, but the vote shall not be called for until the next regular meeting or at a special meeting called for the purpose of considering such motion. Either the Council Chair or Vice-Chair, the individual who is not the subject of the removal resolution, shall cause to be delivered or mailed a copy of the resolution to the affected individual at least seven calendar days prior to the meeting at which the motion is to be considered. Removal requires a two-thirds vote of those Service Sector Council members present at the meeting and confirmation by the Mid Region Transit District Board of Directors.

Article III: Meetings

A. Regular Meetings: Service Sector Councils shall conduct regularly scheduled meetings on at least a bi-monthly basis. Scheduled meetings shall not conflict with regularly scheduled Mid Region Transit District Committee or Board meetings.

B. Public Notice: Service Sector Councils shall follow the Mid Region Transit District's "Public Notice" policy.

C. Public Participation and Comments: Anyone attending a Service Sector Council meeting is eligible to be heard. The scope, duration and timing of the public comment period shall be determined by the Council Chair. No person or member shall address the Council at any meeting until first recognized by the Council Chair. The decision of the Chair not to recognize an individual may be changed by a vote of a majority of the members of the Council present at the meeting.

D. Annual Meeting: The Service Sector Council members shall meet with the Mid Region Transit District Chief Executive Officer, the Sector General Managers, and with other Service Sector Council members on an annual basis to discuss Service Sector planning and operations issues, and other issues.

E. Quorum: A majority of all Service Sector Council members shall constitute a quorum. A quorum is required before a Service Sector Council can conduct business.

F. Stipend: Members of a Service Sector Council may be paid a stipend for a maximum of two meetings per month, in an amount to be determined by the Mid Region Transit District Board of Directors and as allowed under the state of New Mexico "Per Diem and Mileage Act" [Sections 10-8-1 to 10-8-8 NMSA 1978].

Article IV: Amending of Bylaws

The Service Sector Councils acting by resolution may propose to amend these Bylaws by a two-thirds affirmative vote of all Service Sector Council members provided that notice of the proposed amendment(s) shall have been delivered or mailed to each Service Sector Council member not less than seven calendar days prior to the meeting at which the amendments are to be considered. Final approval from the Mid Region Transit District Board of Directors is required.

Article V: Responsibilities

Service Sector Council responsibilities shall include:

A. Calling public meetings pertaining to Service Sector public transportation service planning, operations, and budget.

B. Meeting with the Service Sector General Manager and appropriate Mid Region Transit District personnel to establish and monitor key performance indicators, and to establish and monitor Service Sector goals that conform with the overall Mid Region Transit District policies and direction.

C. Providing input to the Mid Region Transit District Board of Directors on budget, capital needs, service quality, and other issues.

D. Working with the Service Sector General Manager to develop a proposed annual operating budget for recommendation to the Chief Executive Officer for consideration in preparing the annual budget submittal to the Mid Region Transit District Board of Directors.

E. Providing input into the Service Sector's General Manager's performance review.

F. Meeting with the Mid Region Transit District Chief Executive Officer, the Sector General Managers, and with other Service Sector Council members on an annual basis to discuss Service Sector planning and operations issues, and other issues.

Notwithstanding the above, Service Sector Councils shall not conduct themselves in a manner that is contrary to the manner in which the Mid Region Transit District is required to carry out its duties and responsibilities.

Article VI: Accountability and Liability

Service Sector Council members are covered by the same accountability and liability responsibilities and protections as required of and provided to the Mid Region Transit District Board of Directors.

Article VII: Political Activities

Service Sector Council members are subject to the restrictions imposed on the members of the Mid Region Transit District Board of Directors.



BYLAWS

OF THE RIO METRO REGIONAL TRANSIT DISTRICT

November 17, 2023

INTRODUCTION

The Rio Metro Regional Transit District was created by contract pursuant to the Regional Transit District Act, N.M. Statutes Chapter 73, Article 25 [Sections 73-25-1 through 73-25-18 NMSA 1978]. The RTD is authorized to exercise the functions conferred by the provisions of the Act that include the establishment of a regional transit system that is compatible with established state and local transportation plans that transports or conveys passengers within a region by means of a high-occupancy vehicle, including an automobile, truck, bus, van or railcar;

The purpose of a regional transit district is to:

- A. Serve the public by providing for the creation of regional networks of safe and efficient public transit services;
- B. Allow multi-jurisdictional public transit systems to reduce the congestion of single-occupant motor vehicle traffic by providing transportation options for residents;
- C. Decrease automobile accidents by reducing traffic congestion on freeways and streets;
- D. Reduce noise and air pollution produced by motor vehicles;
- E. Prolong and extend the life of New Mexico's existing roadways by easing the traffic burden;
- F. Provide residents with a choice of transportation alternatives so that seniors, youth, low-income and mobility-impaired residents and others unable to drive or afford motor vehicles continue to have full access to the goods, services, jobs and activities of the community;

G. Improve the New Mexico economy by increasing workforce and citizen access to education and higher paying jobs; and

H. Prolong and extend petroleum resources.

ARTICLE I DEFINITIONS

“Act” means the Regional Transit District Act;

“Ad Hoc Committee” means a committee of the District established to advise and assist the Board and the Chief Executive Officer of the District in the performance of their respective duties. This committee shall dissolve at such time as the committee has completed its work or by a resolution approved by the Board;

“Agenda” means a list and/or summary of proposed action items for review, recommendation, and final decision, if applicable, by the Board;

"Associate Member" shall mean a non-voting member of any governmental unit or other entity which is not otherwise eligible for participation as a Member. Including a public agency, quasi-public agency, political subdivision of the state, or other organizations determined appropriate for non-voting membership in the District by the Board.

“Board” means the board of Directors of the District;

“Board Chair” means the Director or Alternate Director confirmed by majority vote of the Board Membership to serve as chairperson of the Board;

“Board Membership” means all Directors of the Board;

“Chief Executive Officer” is the individual responsible to the Board for the day-to-day operations of the District and other responsibilities as assigned to him/her by the Board;

“Committee” means a permanent committee of the District established to advise and assist the Board and the Chief Executive Officer of the District in the performance of their respective duties;

“Committee Chair” means the individual appointed by the Board Chair as chairperson of any Committee;

“Consent Agenda” means a portion of the printed Agenda listing action items that are believed to be routine and non-controversial actions of government not subject to question, such as approval of minutes, commendations and declarations, standard agreements and procurements and grants contracts;

“Construct” or “Construction” means the planning, designing, engineering, acquisition, installation, building, remodeling or rehabilitation needed for the operations of a regional transit system;

“Department” is an administrative and budgetary unit of the District;

“Director” means any person appointed as a Director pursuant to Article VII Section 1(C) of the Rio Metro Regional Transit District Bylaws;

“District” means the Rio Metro Regional Transit District which is a political subdivision of the state of New Mexico created pursuant to the Act;

“Emergency” refers to unforeseen circumstances that, if not addressed immediately by the Board, will likely result in injury or damage to persons or property or substantial financial loss to the District;

"Member" shall mean a Director, as defined in this section, which is a party to the Mid-Region Transit District Governmental Unit Contract

“Ordinance” means a rule established by the Board, in the form of a permanent rule of action, law or regulation;

“Resolution” means a course of action determined or decided on by the Board;

“Subcommittee” means any group selected by the Board Chair or majority of Board members to assist the Board; or a Committee Chair or majority of committee members to assist the Committee. Subcommittees shall be assigned specific tasks and responsibilities and, in addition to Board members, may include representatives of other public agencies and citizens; and

“Teleconference” means attendance at a meeting by two-way communication that allows an absent Director to be heard by other Directors attending the meeting and the public.

ARTICLE II COMMITTEES

Section 1: Generally

The Board Chair may appoint Directors to committees. Any Director is welcome to attend any committee meeting, however, the actual Directors assigned to that committee will determine a quorum. Only committee members can vote. The primary responsibility for developing a committee agenda lies with the Chair of the committee. However, by a majority vote of committee members in attendance, an item can be added to a future committee agenda.

Section 2: Duties

Board committees shall review issues and make recommendations to the Board regarding any matter within the Board's power or authority.

Section 3: Standing Committees

The Board may establish or eliminate standing committees by a majority vote of the Board Membership. The Board Chair shall appoint the Committee Chair and the members of the committee.

Section 4: Ad Hoc Committees

The Board Chair may establish ad hoc committees as s/he deems appropriate or such committees may be established by resolution approved by the Board. The Board Chair shall designate the Chair of any ad hoc committee. All ad hoc committees shall dissolve either at such time as the committee has completed its work or by a resolution approved by the Board.

**ARTICLE III
MEETINGS AND NOTIFICATION**

Section 1: Generally

All meetings of the Board and all committee meetings shall be open to the public, except for those agenda items for which board or committee members desire to go into a closed session and are allowed to do so under the provisions of the Open Meetings Act, NMSA § 10-15-1(H).

Section 2: Regular Meetings

An annual schedule of regular monthly Board meetings for the upcoming fiscal year shall be adopted by the Board annually at their June meeting. The schedule shall include dates, times and locations. If subsequent changes to the schedule are required, notice of the changes will be sent at least 14 days prior to the scheduled meeting.

Section 3: Committee Meetings

The Board shall establish the schedule for committee meetings.

Section 4: Ad Hoc Committee Meetings

The Ad Hoc Committee chair shall establish the Ad Hoc Committee schedule.

Section 5: Special Meetings

Special meetings may be called when action or attention requires immediate discussion. Special meetings of the Board shall be called by the Board Chair or whenever a request is made to the Board Chair by seven or more Directors.

Section 6: Emergency Meetings

The Board Chair may call emergency meetings or whenever a request is made to the Board Chair by ten or more Directors.

Section 7: Board Attendance

A. Generally

Each Director is expected to serve faithfully by attending all meetings. If a Director is absent from six meetings of the Board, including regular, special and committee meetings duly called and noticed, without being excused by the Board Chair or the committee chair, the Board Chair may notify the governing unit that appointed the Director of such absenteeism and request that the current director be removed and that the governmental unit appoint a new director who can regularly attend the meetings.

B. Attendance by Teleconference

With the consent of the Board Chair, a Director may attend a meeting via teleconference or other similar communications equipment when it is otherwise difficult or impossible for the Director to attend the meeting in person. A Director attending a meeting by teleconference or other similar communications equipment shall verbally signify his or her vote for each motion being considered during the meeting until such time as the Director verbally indicates his or her desire to withdraw from the meeting. Such withdrawal shall be recorded in the meeting minutes as part of the official record.

Section 7: Board Compensation

Directors may receive compensation in the amounts provided in the New Mexico “Per Diem and Mileage Act” [Sections 10-8-1 to 10-8-8 NMSA 1978], for regular, special and emergency board meetings, as well as committee meetings in furtherance of a purpose of the Board or a committee created by the Board. Additionally, Directors may receive reimbursement for reasonable expenses occurred in serving in such capacities pursuant to such procedures as may be established by the Board.

Section 8: Adjournment

The Board may adjourn any regular, special or emergency meeting by an affirmative vote of the majority of the Directors in attendance.

Section 9: Notice to the Board

A. Generally

Notice of regular board meetings, special board meetings and committee meetings shall be made in writing and delivered, faxed, or sent by first class mail to each Director and/or committee member at the last known address as shown by the records. Upon request of a Director or the committee member, notice may be given by electronic means. Notice of an emergency board meeting shall be made in writing and delivered, faxed or sent by e-mail to each Director at the last known address as shown by the records. Each notice shall contain the date, time, and place of the meeting, and an agenda for the meeting.

B. Notice of Regular Board and Committee Meeting

Notice of a regular Board and committee meetings shall be made at least three (3) days prior to the day of the scheduled meeting.

C. Notice of Special Board and Committee Meetings

Notice of a special Board and committee meetings shall be made at least two (2) days prior to the day of the scheduled meeting.

D. Notice of an Emergency Board Meeting

Notice of an emergency Board meeting shall be made at least twenty-four (24) hours prior to the meeting, unless threat of personal injury, property damage or substantial financial loss to the District requires less notice.

E. Waiver of Notice

A Director or committee member may waive the right to notice of a meeting(s) by expressing his or her consent to the holding of the meeting(s) and having such consent recorded in the minutes of the meeting.

Section 10: Official Notice to the Public

A. Generally

The Board shall give at least a three (3) day notice for a regular Board meeting, at least two (2) day notice of a special Board meeting and at least a twenty-four (24)-hour notice of an emergency Board meeting, unless threat of personal injury, property damage or substantial financial loss to the District requires less notice.

B. Posting of Public Notice for Board Meetings

At a minimum, public notice shall:

1. Include an agenda containing a list of specific items of business to be discussed or transacted at the meeting or information on how the public may obtain a copy of the agenda; and
2. Be sent to those broadcast stations licensed by the federal communications commission and newspapers of general circulation that have made a written request for notice of public meetings; and
4. Be provided on the District's bulletin board that shall be located in its administrative offices in a place readily accessible to the public; and
5. Be furnished to the County Clerk of each member governmental unit to be posted on a bulletin board located at a place convenient to the public; and
6. Be provided on the District's Web site.

C. Posting of Public Notice for Board Committee Meetings

At a minimum, public notice shall be given at least twenty-four (24) hours before the committee meeting and:

1. Be provided on the District's bulletin board that shall be located in its administrative offices in a place readily accessible to the public; and
2. Be provided on the District's Web site.

ARTICLE IV CONDUCT OF BUSINESS

Section 1: Quorum

A majority of the Board Membership shall constitute a quorum for the purposes of conducting Board business, unless a greater number is required by state legislation or by the Mid-Region Transit District Governmental Unit Contract. A majority of the members of a committee shall constitute a quorum for the purposes of conducting committee business.

Section 2: Actions of the Board

A. Generally

All actions of the Board shall be by written resolution or ordinance.

B. Approval of Final Action Items

Unless required by the Act, the Mid-Region Transit District Governmental Unit Contract, or the Rio Metro Regional Transit District Bylaws, an affirmative vote by a majority of the Directors in attendance is required for passage of a final action item except in the following instances when only an elected official can vote:

1. Ratification of acquisition of land by negotiated sale; and
2. Issuance of Bonds

C. Amending of Bylaws

The Board acting by resolution may amend the Bylaws by a two-thirds affirmative vote of the Board Membership provided that notice of the proposed amendment(s) shall have been delivered or mailed to each Director not less than seven (7) calendar days prior to the meeting at which the amendments are to be considered.

Section 3: Voting

A. Votes Recorded

Actions taken by the Board shall be taken by motion adopted by voice vote or show of hands, as determined by the Board Chair. However, any Director may demand a roll call on any vote. If a meeting is exclusively conducted via teleconference or similar communication device votes shall be a roll call vote.

B. Presumption of Assent

There shall be no presumption of assent. Whenever an action is taken at a meeting of the Board, it shall be necessary for a Director to be present in the room (unless there is an approved attendance by teleconference or other similar communications device) and voting in order for the minutes to reflect the Director as having voted.

C. Abstention

No Director in attendance may abstain from voting on any matter proposed for action unless he or she believes that a vote on the matter may present a conflict of interest personal to the abstaining Director. Such an abstention shall be indicated by the Director prior to or at the conclusion of a voice vote or at the time of the Director's roll call vote.

Section 4: Order of Business

The business of all meetings shall be transacted as far as practicable in the order of business as set forth in the agenda. At any meeting where a new Director is to be seated, the announcement of him/her joining the board shall be conducted prior to the determination of a quorum.

Section 5: Agenda Subjects

A. Generally

Subjects may be placed on the agenda by the Board Chair, the Chief Executive Officer, or upon written request of four (4) Directors. No action shall be taken by the Board on subject matters which were not stated on the final agenda that was posted in the District's administrative offices at least 24-hours before the scheduled Board meeting. The Board may recite specific factual information or existing policy in response to an inquiry made at a meeting about a subject which was not on the agenda. Any deliberation, discussion or decision with respect to the inquiry shall be limited to a proposal to place such subject on the agenda for a subsequent meeting of the Board for which notice shall be provided.

B. Placing Items on the Consent Agenda

Matters of a routine nature may be acted upon by the Board through the use of a Consent Agenda. Actions that are forwarded to the Board from a committee with a "do-pass" recommendation may be included on a Consent Agenda.

C. Removal from the Consent Agenda

Before the vote is taken on the Consent Agenda, Directors may indicate that it includes matters on which they may have a question, or which they would like to discuss. Any Director has a right to remove an item from the Consent Agenda, in which case that item will be transferred to the regular Agenda so that it may be considered and voted on separately.

Section 6: Records

A. Generally

All resolutions and ordinances passed by the Board shall be recorded in a book of approved resolutions and ordinances maintained by the District, as soon as practicable after their passage. Records shall also be made in all other proceedings of the Board, reports entered into the record, certificates, contracts, bonds given by officers, employees, and any other agents of the District, and all public acts. Records shall be public records and shall be open for public inspection.

B. Minutes

At a minimum, Board and committee minutes shall include the date, time and place of the meeting, the names of Directors in attendance and those absent, the substance of the proposals considered and a record of any decisions and votes taken that show how each Director voted. Minutes shall be public records and shall be open for public inspection.

Section 7: Public Observation Comment

There shall be allocated a period of time during any meeting in which the Board may entertain brief comments from the public. The scope, duration and timing of the public comment period shall be determined by the Board Chair.

Section 8: Code of Conduct

A. Generally

Public officers and employees shall only use the powers and resources of public office and employment to advance the public interest and shall not obtain personal benefits or pursue private interests using District resources. The minimum standard for all persons covered by this Code of Conduct is that they comply with the law. Directors are expected to comply with all safety and fair dealing laws, and to be ethical and responsible when dealing with the District's finances or property, and in dealing with District employees, contractors, partners, or riders.

This Code of Conduct shall be reviewed at least once every four years, pursuant to NMSA 1978, Section 10-16-11(D). This Code of Conduct shall be filed with the state ethics commission and is open to public inspection.

B. Applicability

This Code of Conduct is applicable to all RMRTD Directors. The Regional Transit Act requires that the Board "promulgate and adhere to policies and procedures that govern its conduct..." NMSA § 73-25-5(C). The District is a "local government agency" within the meaning of NMSA 1978, Section 10-16-2(G) of the Governmental Conduct Act, and its Directors and employees fall within the definition of a "public officer or employee" pursuant to NMSA 1978, Section 10-16-2(I). The Governmental Conduct Act imposes mandatory minimum standards for the conduct of Directors and employees, and specifically authorizes the creation of this Code of Conduct under Section 10-16-11(C).

C. Roles and Responsibilities

Each Director is responsible for familiarizing themselves and complying with the Code of Conduct. Training on this Code of Conduct and applicable statutes will be provided to Directors on an ongoing basis. Training and responses to questions and concerns will be the responsibility of the Executive Director, the Human Resources Director and the District's legal counsel.

D. Guiding Principles

The Guiding Principles for conduct are established in the District's Mission and Vision statements. The District's mission is "to provide safe, accessible, efficient, and innovative transportation services for the benefit of our diverse local communities and the regional economy." The District's vision is to be "a leader moving our region forward, connecting our diverse residents and communities, and supporting sustainable prosperity." To fulfill the District's mission and vision, it is imperative that Directors and District employees conduct themselves in a thoughtful, professional manner that inspires public trust and confidence within the community it strives to serve.

All District related actions by Directors shall aim to advance the District's mission and vision and shall not be performed for personal gain. In performing acts on behalf of the District, Directors and employees shall act in a "public trust" capacity pursuant to NMSA 1978, Section 10-16-3 (A) of the Governmental Conduct Act. This means that officers and employees shall use the powers and resources of the District only to advance the public interest and not to obtain personal benefits or pursue private interests.

E. Compliance with Laws and Policies

Nothing herein is intended or shall be deemed to alter minimum legal requirements of the Governmental Conduct Act, or any other state or federal laws imposing standards of conduct upon the District, its Directors, employees, officers or agents. Specific laws that govern the conduct of Directors and employees include, but are not limited to, the following:

- The Regional Transit District Act, NMSA 1978, §§ 73-25-1 to -18
- The Governmental Conduct Act, NMSA 1978, §§ 10-16-1 to -18
- The Human Rights Act, NMSA 1978, §§ 28-1-1 to -15.
- The Procurement Code, NMSA 1978, §§ 13-1-28 to -199
- The State Ethics Commission Act, 2019 N.M. Laws Ch. 86 (S.B. 668)
- The State Gift Act, NMSA 1978, §§ 10-16B-1 to -4.
- The Open Meetings Act, NMSA 1978, §§ 10-15-1 to -4
- The Inspection of Records Act, NMSA 1978, §§ 14-2-1 to -12

Directors are also expected to adhere to the applicable policies of their employing agencies or Governmental Units.

F. District Property

Directors should treat District property including vehicles, equipment, tools, money, buildings, data, documents and information, with care and protect it against improper use or damage. District property and tools shall only be used for the intended District business.

G. Corruption

All actions or transactions by Directors which are illegal and/or corrupt are strictly prohibited and will result in referring the matter to the appropriate law enforcement agency.

H. Gifts and Favors

Gifts and favors by and for public officers and employees are generally regulated by the State of New Mexico Gift Act (NMSA 1978, Section 10-16B-1 et seq.). Gifts of District property are generally forbidden by the "Anti-donation" provisions of the State of New Mexico Constitution (Article IX, Section 14).

I. Conflicts of Interest

A Director shall disqualify him/herself from voting on any issue in which the Director has a potential conflict of interest. A conflict of interest arises whenever the personal or professional interests of a Director are potentially at odds with the best interests of the organization, or where a Director would personally and directly benefit from a Board action. Directors and employees shall not:

1. Acquire a financial interest in a new or existing business venture or business property of any kind when he or she believes or has reason to believe that the new financial interest will be directly affected by his or her official act;
2. Use confidential information acquired by virtue of his or her office or employment for his or her, or another's private gain; or
3. Contract with the district without public notice and competitive bidding and full disclosure of his or her financial or other interest in the business that is party to the contract.

It is the policy of the District to avoid even the appearance of impropriety. Even if an action or transaction is legal, it may nevertheless create the appearance of impropriety where it appears to benefit or advance the personal interests of a Director. Such appearances of impropriety may erode public confidence or damage the reputation of Directors, the District, and its Governmental Units. Directors should be sensitive to such perceptions, and favor disclosure of potential or apparent conflicts whenever in doubt.

Board conflicts of interest shall be disclosed by the annual filing of a conflict of interest disclosure form, a copy of which is attached hereto as Exhibit A. Conflicts of interest which arise in the course of District business shall be disclosed at the time they are known and any related board action is proposed, and Directors who are conflicted shall abstain from any related vote or board action pursuant to Section 3 of this Article.

J. Travel

Travel paid for by the District shall be scheduled and conducted in a manner that

optimizes the benefits to the District.

K. Confidentiality

All District business is public business and Directors and employees shall strive to optimize transparency in the performance of District work to the maximum extent practicable. Notwithstanding the District's commitment to open and transparent government, it remains essential that certain aspects of public employment and public service be performed in a manner that respects the confidential information and privacy of individuals and mitigates the risk to tax-payer assets caused by disclosure of confidential information. Confidential information includes all personal identification information that might be used for identity theft, all attorney-client privileged communications, all proprietary information of third-party vendors, all disciplinary personnel actions, all employee evaluations and such financial information as may be deemed confidential under New Mexico law.

It is the responsibility of all Directors and employees to maintain confidentiality of confidential information and the disclosure of such information to the public, the press, or the community at large is prohibited.

L. Political Activity

Directors and employees shall not solicit any contribution of funds, goods or services in aid of any political campaign while on District property. Board members and Employees shall also refrain from using any District property, information obtained through District employment or service and any other District resources in aid of any political campaign. Nothing herein shall prohibit the District, its Directors or employees from providing information regarding ballot issues involving the District.

**ARTICLE V
BUDGET AND FINANCE**

Section 1: Fiscal Year

The fiscal year of the District shall commence on July 1 and end on June 30 of the following year.

Section 2: Accounts

The Board shall approve a complete system of accounts, shall designate authorized representatives to invest funds, withdraw money from authorized accounts, and complete other transactions as required, and shall approve and regularly review such policies governing financial matters as necessary.

Section 3: Public Finances

A. Generally

The District shall conform to rules and regulations issued by the Local Government Division (LGD) of the Department of Finance and Administration, state of New Mexico, on issues including, but not limited to:

1. Keeping all books, records and accounts in the form prescribed by the LGD; and
2. Making all reports as may be required by the LGD.

B. Budget Process

The Chief Executive Officer shall prepare annually a preliminary budget for the ensuing fiscal year including operation and maintenance expenses, debt service and any provisions for capital expenditures. Every preliminary budget shall also set forth a statement of the sources of funds and estimated revenues available to defray such expenditures. Every preliminary budget shall be based on a five (5) year financial plan. In the preparation of each preliminary budget, the classifications and divisions into which such budget shall be divided shall comply with the requirements of any relevant contract, generally accepted accounting principles, or as otherwise provided by the Act or other laws.

C. Adoption of Annual Budget

The Board shall adopt by an affirmative vote of the majority of the Directors in attendance an annual budget for the ensuing fiscal year by May 15. Copies of the annual budget shall be filed in the office of the District and with the designated state officials in compliance with the Act and other laws.

D. Amendment of Annual Budget

The Board may, by an affirmative vote of the majority of the Directors in attendance, adopt an amended annual budget when reasonable and necessary, subject to contractual conditions or requirements existing at the time the need for such an amendment arises. The Board must approve all increases or decreases to the net operating expense line, total capital budget line and total operating revenue line of the District's annual budget.

Section 4: Appropriations

A. Generally

The Chief Executive Officer shall approve all revisions to departmental budgets or between departmental budgets provided that the revisions do not result in any changes to the net operating expense line or total operating revenue line of the District's annual budget, and s/he shall report such changes to the Board at the next regularly scheduled Board meeting.

B. No Contract to Exceed Appropriations

Except as otherwise provided in these Bylaws, neither the Board nor any officer nor employee shall have authority to make any contract, or otherwise bind or obligate the District to any liability to pay any money for any of the purposes for which provision is made in the approved budget in excess of the amounts of such budget for any such fiscal year. Any contract in violation of the above may be ratified by the Board acting pursuant to its delegate authority.

Section 5: Annual Audit

The Board shall have an audit of the affairs of the District prepared following the end of each fiscal year by an independent certified public accountant or a firm of independent public accountants. The annual audit shall be conducted by persons who have no direct or indirect personal interest in the fiscal affairs of the District and are qualified and experienced in public accounting and the auditing of public bodies. The auditor shall provide a signed auditor's opinion as to the fair presentation of the financial position of the District, the results of the District's operations and changes in its financial position for the fiscal year ended. The Board shall cause such other audits to be made as it deems necessary. The annual audit shall be open to public inspection.

Section 6: Procurement

Pursuant to §73-25-5(G)7 of the Act, the Board shall prescribe in accordance with the state Procurement Code, methods for auditing and allowing or rejecting claims and demands for:

1. The awarding of contracts for the construction of improvements, works or structures;
2. The acquisition of equipment; and
3. The performance or furnishing of labor, materials or supplies as may be required for carrying out the purposes of the District.

Section 7: Contracts and Services/Legal Advice

A. Contracts

The Board may adopt rules governing the taking of bids and awarding of such contracts and providing for the waiver of such requirements in the event of emergency, or in the event conditions are not appropriate for the use of formal advertising, items are available only from a single source, or, after solicitation, competition is determined to be inadequate. The Board shall include:

1. Rules for Consulting and Professional Services; and
2. Rules for Real Property

B. Legal Counsel

The Board shall have the authority to retain attorneys as legal counsel to the District at its sole discretion under whatever arrangement it sees fit to negotiate. Such legal counsel may be called upon as needed by the District to provide whatever counsel it deems necessary in order to properly perform its duties.

Section 8: Investments

The Board may establish an investment policy to establish the parameters for investing District funds.

Section 9: Depository

The Board shall designate one or more banks to serve as the depository for District funds. All District funds shall be deposited in the depository bank or banks unless otherwise required by resolutions authorizing the issuance of the District's bonds or notes.

**ARTICLE VI
OFFICIAL SEAL**

The seal shall be in such form as the Board shall approve by resolution, and such seal or a facsimile thereof may be impressed on, affixed to, or in any manner reproduced upon, instruments of any nature that seals are generally used by public and private corporations.

**ARTICLE VII
MEMBERSHIP**

Section 1: Establishment and Organization of the Board of Directors

A. Board Composition

The Board shall be composed of at least one Director from each governmental unit that is a member of the District. The number of directors for each of these governmental units shall be determined based on population in the manner detailed below, except that a governmental unit shall not have a majority of membership on the Board, unless there are three or fewer governmental units in the District.

1. Population under – 50,000 – One Director
2. Population 50,001 – 100,000 – Two Directors
3. Population 100,001 – 150,000 – Three Directors
4. Population 150,001 – 300,000 – Four Directors
5. Population 300,001 – 450,000 – Five Directors
6. Population 450,001 – 600,000 – Six Directors
7. Population 600,001 – 750,000 – Seven Directors

The Board shall be reconstituted in the year following each official federal census.

B. (reserved)

C. Manner of the Appointment of Directors and Alternate Directors, Their Term of Service and Qualifications and Procedure for Filling Vacancies

1. Appointment. Each governmental unit that is a signatory to this Contract shall appoint, in a manner to be determined by each governmental unit, an elected official(s) of the governmental unit as a Director and may also

appoint a designee(s) who is an employee of the governmental unit to serve as an Alternate Director for the elected official(s).

2. Term of Service and Qualifications. The term of service for each Director and Alternate Director, if any, shall commence with the first meeting of the Board following his or her appointment, shall be for a minimum of one year, and shall continue until:
 - a. The date on which a successor is duly appointed; or
 - b. The date on which he or she ceases to be an elected official or employee of the appointing governmental unit; or
 - c. The date on which he or she is removed from the Board by the governmental entity.
3. Filling Vacancies and Resignations
 - a. Resignation. Any Director or Alternate Director may resign at any time, effective upon receipt by the Board Chair of a written notice of resignation. The resignation by the Board Chair is effective upon receipt by the Board Vice-Chair of a written notice of resignation. A resignation by the Board Vice-Chair when the Board Chair position is vacant is effective upon receipt by the Chief Executive Officer of a written notice of resignation.
 - b. Vacancies. Vacancies in the office of any Director or Alternate Director shall be filled pursuant to Section 1(C)(1) of this article.

D. Alternate Director

1. In the event a Director is absent from a Board meeting, the Alternate Director appointed by the governmental unit that appointed the Director shall act for the Director for all purposes, except in the following instances, when only an elected official may cast a vote:
 - a. Ratification of acquisition of land by negotiated sale; and
 - b. Issuance of bonds.
2. An Alternate Director shall be eligible to serve as Chair or Vice Chair of the Board under the following conditions:
 - a. The Director that has been appointed by the Governmental Unit notifies the Chief Executive Officer and the Board in writing that it is their intent to enable their Alternate Director to assume the full

duties and responsibilities of the Director for the remainder of the Director's term on the Board.

- b. The Alternate Director described above is duly elected by the Board to the position of Chair or Vice Chair.
- c. The Director that has provided the authority to their Alternate Director to assume their full duties and responsibilities shall have the ability to revoke such authority by providing written notice to the Chief Executive Officer and the Board that it is the intent of the Director to serve on the Board.
- d. At the time of such revocation, if the Alternate Director or Director has been duly elected to the position of Chair or Vice Chair of the Board the position of Chair or Vice Chair shall be deemed to be vacant and shall be filled pursuant to Section 1(E) of this Article.

E. Officers of the Board, the Manner of their Appointment and their Duties

1. Board Chair

- a. Powers, Authority and Duties. The Board Chair shall have the power to call and chair meetings of the Board and such other powers as may be prescribed from time to time by the Board. The Board Chair shall have such additional authority, powers and duties as are appropriate and customary for the office of the chair of the board of directors of entities such as the District, and as the Board may otherwise prescribe.
- b. Selection of Board Chair. The names of those nominated shall be voted upon by successive ballots until a nominee receives a majority vote of the Directors in attendance. At the conclusion of each ballot when no nominee has received a majority vote, the nominee receiving the lowest vote total shall be eliminated from successive ballots.

2. Board Vice-Chair

- a. Powers, Authority and Duties. The Vice-Chair shall be the Officer next in seniority after the Board Chair and, upon the death, absence or disability of the Board Chair shall have the authority, powers and duties of the Board Chair. The Board Vice-Chair shall have additional authority, powers and duties as are prescribed by the Board.

- b. Selection of Board Vice-Chair. The names of those nominated shall be voted upon by successive ballots until a nominee receives a majority vote of the Directors in attendance. At the conclusion of each ballot when no nominee has received a majority vote, the nominee receiving the lowest vote total shall be eliminated from successive ballots.
3. Removal of Board Chair and/or Board Vice-Chair. The Board Chair and Board Vice-Chair may be removed from office by an affirmative vote of a majority of the Board Membership. A motion made at a regular meeting shall initiate such action, but the vote shall not be called for until the next regular meeting or at a special meeting called for the purpose of considering such motion. The Chief Executive Officer shall cause to be delivered or shall mail a copy of the resolution to remove the Board Chair and/or Board Vice-Chair to the affected individual(s) at least seven calendar days prior to the meeting at which the motion is to be considered.
4. Vacancies. Vacancies in the office of Board Chair and/or Board Vice-Chair shall be filled pursuant to Section 1(E) of this Article.

G. Delegation of Power

Subject to the provisions of the Act, this Contract, and the Bylaws, the Board may delegate its powers by resolution to an officer or agent of the Board.

Section 2: Associate Membership representation on the Board of Directors

A. Consideration for Associate Membership

The Board of Directors may grant Associate Membership (non-voting membership) representation on the Board to governmental units or other entities which are not otherwise eligible for participation on the Board as a Member. Factors that shall be considered by the Board when considering eligibility as an Associate Member shall include but are not limited to financial contributions to District operations, provision of connecting or complementary services to the District, financial considerations or a significant number of citizens that are directly impacted by actions or services provided by the District.

B. Application for Associate Membership

An eligible governmental unit or other entity may apply for non-voting representation on the Board. The eligible entity shall make a written request or application to the Board for membership as an Associate Member. The Board will make a final determination regarding acceptance of requests for Associate Members. Any invitation for membership in the District as an Associate Member is subject to approval by a two thirds (2/3) majority vote of the Board.



Revolutionary FAR Overhaul Impacts to SAM.gov

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Entity Registration

Core Data

Business Information

Entity Types

Financial Information

Taxpayer Information

Points of Contact

Assertions

Reps and Certs

Exclusions

Responsibility / Qualification

Entity Information

Active Registration

RIO METRO REGIONAL TRANSIT DISTRICT

Unique Entity ID
F68JPPENLLM4

CAGE/NCAGE
5HBS6

Expiration Date
Aug 18, 2026

Physical Address
**809 Copper AVE NW
Albuquerque, New Mexico
87102, United States**

Mailing Address
**809 Copper NW
Albuquerque, New Mexico
87102-3009, United States**

Purpose of Registration
Federal Assistance Awards Only

Version

Current Record

BUSINESS INFORMATION

Doing Business As
(blank)

URL
<https://www.riometro.org>

Division Name
(blank)

Division Number
(blank)

Congressional District
New Mexico 01

State/Country of Incorporation
(blank), (blank)

Owner

CAGE

Legal Business Name

Immediate Owner	(blank)	(blank)
Highest Level Owner	(blank)	(blank)

Registration Dates

Activation Date
Aug 20, 2025

Initial Registration Date
May 28, 2009

Submission Date
Aug 18, 2025

Entity Dates

Entity Start Date
Mar 29, 2005

Fiscal Year End Close Date
Jun 30

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☒ Yes

ENTITY TYPES

Business Types

Entity Structure	U.S. Government Entity
Entity Type	US Local Government
Profit Structure	(blank)

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Organization Factors	(blank)

Government Types

U.S. Local Government, Inter-municipal

Other Government Entities

Transit Authority

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments Yes	Debt Subject To Offset  No

ACCOUNT DETAILS

EFT Indicator **0000**
CAGE Code **5HBS6**

Electronic Funds Transfer

Account Type	Checking

Automated Clearing House

Phone (U.S.)	5057243618
Phone (non-U.S.)	(blank)

8/21/25, 1:38 PM

SAM.gov

Account Number	*****92	Email	jvigil@mrcog-nm.gov
Routing Number	*****92	Fax	5052471753
Lockbox Number	(blank)	Remittance Address	
Financial Institution	WELLS FARGO BANK NA (NEW MEXICO)	RIO METRO REGIONAL TRANSIT DISTRICT Attn: Josephine Vigil 809 Copper NW Albuquerque, New Mexico 87102-3009 United States	

TAXPAYER INFORMATION

Taxpayer Name	Name/Title of Individual
RIO METRO REGIONAL TRANSIT DISTRICT	Executing Consent
	Regional Transit Manager
Address	Signature
809 Copper NW, Albuquerque, NM 87102 United States	Conni Vigil
	EIN
	*****0542
Type of Tax	
Applicable Federal Tax	
Tax Year (Most Recent Tax Year)	
2020	
TIN Consent Date	
Aug 18, 2025	

POINTS OF CONTACT

Accounts Receivable POC

Primary Point of Contact**JOSEPHINE VIGIL**

Email

jvigil@mrcog-nm.gov

Phone

505 724-3618

Fax

5052471753

Electronic Business**Primary Point of Contact****CONNI Vigil**

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cvigil@mrcog-nm.gov

Phone

505 247-1750

Fax

5052471753

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Phone

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Fax

5052471753

Address

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United States**Government Business****Primary Point of Contact****CONNI Vigil**

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Email

brizzieri@mrcog-nm.gov

Phone

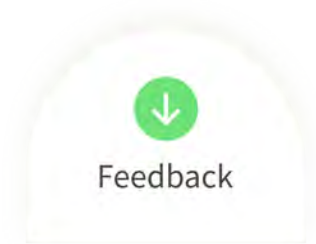
505 724-3618

Fax

5052471753

Address

809 Copper NW
Albuquerque, New Mexico 87102-3009
United States



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LOBBYING CERTIFICATION

An Applicant that submits or intends to submit an application to FTA for Federal assistance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal assistance exceeding \$100,000 until the Applicant provides this certification.

- A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:
- (1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
 - (2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352; and
 - (3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans, and cooperative agreements).
- B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

AFFIRMATION OF APPLICANT

Name of Applicant: Rio Metro Regional Transit District

Printed Name of Authorized Representative: Conni Vigil

Relationship of Authorized Representative: Director of Finance and Administration

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature:  Date: 8/21/2025

Printed Name of Signing Official: Conni Vigil



PROCUREMENT POLICY

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Effective: May 22, 2025

Rio Metro Regional Transit District

PROCUREMENT POLICY

1. **SCOPE.** This policy pertains to all procurement initiated by or on behalf of the Rio Metro Regional Transit District (RMRTD) including those initiated by a contractor or subgrantee to the RMRTD when there is a use of federal funds involved. All entities involved in procuring items of tangible personal property, services or construction shall adhere to attendant federal and state laws and regulations including applicable OMB circulars; and RMRTD policies.
2. **AUTHORITY & REFERENCES.** The state Procurement Code (Code), Sections 13-1-28 through 13-1-199 NMSA 1978; and applicable OMB circulars, federal, and state laws, regulations, and guidelines, including FTA C 4220.1F, and RMRTD policy.
3. **OBJECTIVE.**
 - 3.1. The purpose of the Code and this policy are to provide for the fair and equitable treatment of all persons involved in public procurement, to maximize the purchasing value of public funds and to provide safeguards for maintaining a procurement system of quality and integrity.
 - 3.2. The RMRTD and its contractor or subgrantees must comply with any requirement imposed by federal and state law and regulations, RMRTD policy, and the terms of the federally funded grants. Compliance with the standards promulgated in the OMB circulars and the Code and this policy that governs procurement will ensure that procurement practices are acceptable.
 - 3.3. The objective of this policy is to have the force and effect of law to implement, interpret or make policy specifically as it applies to federal procurement law and the Code, and the purposes stated therein.
4. **DEFINITIONS.**
 - 4.1. Most of the terms that appear in this policy are defined in the Code.
 - 4.2. In this policy the following definitions also apply:
 - 4.2.1. "Procurement officer or manager" means the person or designee authorized by the central purchasing office to manage procurement requiring the evaluation of competitive sealed proposals.

- 4.2.2. "Determination" means the written documentation of a decision of a procurement officer including findings of fact to support a decision. A determination becomes part of the procurement file to which it pertains.
 - 4.2.3. "Contractor or subgrantee" means any entity contracting with the RMRTD to provide services on behalf of the RMRTD in fulfillment of the specific program. The use of the term "RMRTD" also infers the term "contractor or subgrantee", where applicable.
 - 4.2.4. "Region" means the area served by the RMRTD.
 - 4.2.5. "Policy" as used in this document also infers "local regulation" or "regulation" as used in the Code (Section 13-1-80 NMSA 1978).
5. **APPLICATION OF PROCUREMENT LAW.** When procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with mandatory applicable federal and state laws and regulations. When mandatory applicable federal law or regulations are inconsistent with the provisions of the state Procurement Code, the more restrictive laws and regulations shall apply.
- 5.1. Funds provided under federal or state grants may not be used for duplicate facilities or services available with or without reimbursement from federal, state, or local sources.
 - 5.2. When procurement involves the use of FTA funds, it is mandatory that you follow the 2025 RMRTD FTA PROCUREMENT HANDBOOK revised on May 22, 2025.
6. **CENTRALIZATION OF PROCUREMENT ACTIVITY.**
- 6.1. Central Purchasing Office. The Central Purchasing Office for the RMRTD is the Administrative Services office of the Mid-Region Council of Governments (MRCOG) pursuant to the Administrative Entity Agreement between RMRTD and MRCOG. The central purchasing officer of the MRCOG shall oversee all procurement for the RMRTD during the term of the Administrative Entity Agreement.
 - 6.2. Central Purchasing office or officer also means the office or officer responsible for procurement under this policy.
 - 6.3. Authority of the Executive Director. With the approval of this resolution, the Executive Director hereby has the authority to modify and/or update the RMRTD Procurement Policy provided the confines of the state Procurement Code (Section 13-1-30 NMSA 1978) and applicable federal authorities are adhered to.
7. **INSPECTION OF PUBLIC RECORDS.** The inspection of public records is governed by the Inspection of Public Records Act, Sections 14-2-1 through 14-2-12 NMSA 1978, unless otherwise provided by law. Furthermore, no obligation to keep data confidential that is contained in this policy is intended to create any liability that would not otherwise exist under federal or state law.
8. **DOLLAR AMOUNTS.** Whenever a dollar amount appears in this policy, such amount is exclusive of applicable gross receipts and local option taxes as the term is defined in Section 7-9-3 (Q) NMSA 1978. Dollar amounts have been included in this policy as a convenience, and are intended to reflect the state and federal thresholds at the time these policies are revised. These policies notwithstanding, if state and/or federal thresholds change, the RMRTD may conduct procurement subject to and within those new thresholds.

9. INDEMNIFICATION AND INSURANCE.

- 9.1. *Tort liability.* Except as provided for in the Tort Claims Act, Sections 41-4-1 through 41-4-27 NMSA 1978, no contract governed by this policy shall contain any provision whereby the RMRTD agrees to indemnify or provide tort liability insurance for any contractor. The indemnification and insurance provisions of contracts provided for in the Tort Claims Act shall be approved in writing by the RMRTD legal counsel before they become effective.
- 9.2. *Other risks.* No contract governed by this policy shall contain any provision whereby the RMRTD agrees to indemnify or provide a contractor with insurance for non-tort risks unless the provision has been approved in writing by the RMRTD legal counsel.
- 9.3. *Contract provisions void.* Any indemnification or insurance provision in any contract executed in violation of this section shall be void and of no effect.
10. **SEVERABILITY.** If any provision of this policy, or any application thereof, to any person or circumstance, is held invalid, such invalidity shall not affect any other provision or application of this policy which can be given effect without the invalid provision or application.
11. **EXEMPTIONS FROM PROCUREMENT THROUGH THE CODE.** The provisions of this policy and the Code shall not apply to:
 - 11.1 Procurement of items of tangible personal property or services by the RMRTD from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;
 - 11.2 Printing or duplicating contracts involving materials that are required to be filed in connection with proceedings before administrative agencies or state or federal courts;
 - 11.3 Purchases of publicly provided or publicly regulated gas, electricity, water, sewer and refuse collection systems;
 - 11.4 Purchases of books and periodicals from the publishers or copyright holders thereof;
 - 11.5 Travel or shipping by common carrier or by private conveyance or to meals and lodging;
 - 11.6 Minor purchases not exceeding the dollar amount specified in Section 13-1-98(J) NMSA 1978 which consists of magazine subscriptions, web-based or electronic subscriptions, conference registration fees and other similar purchases where prepayments are required;
 - 11.7 Contracts and expenditures for legal subscriptions and research services and litigation expenses in connection with proceedings before administrative agencies or state or federal courts, including experts, mediators, court reporters, process servers and witness fees, but not including attorney contracts; and
 - 11.8 Purchases of advertising in all media, including radio, television, print and electronic.
12. **APPLICATION -- COMPETITIVE SEALED BIDS.** The following provisions of this section apply to any procurement made by competitive sealed bids.

- 12.1 *Competitive Sealed Bids Required.* All procurement shall be achieved by competitive sealed bids except procurement achieved pursuant to the following methods:
- 12.1.1 Competitive sealed proposals, see section 15 of this policy;
 - 12.1.2 Small purchases, see section 16 of this policy;
 - 12.1.3 Sole source procurement, see section 17 of this policy;
 - 12.1.4 Emergency procurement, see section 18 of this policy;
 - 12.1.5 Procurement under existing contracts, see section 19 of this policy; and
 - 12.1.6 Purchases from anti-poverty program businesses.
- 12.2 Invitation for Bids (IFB).
- 12.2.1 General. The invitation for bids (IFB) is used to initiate competitive sealed bid procurement. The IFB shall include the following: a) the specifications for the services, construction or items of tangible personal property to be procured; b) all contractual terms and conditions applicable to the procurement; c) the term of the contract and conditions of renewal or extension, if any; d) instructions and information to bidders, including the location where bids are to be received and the date, time and place of the bid opening; e) a notice that the IFB may be canceled and that any and all bids may be rejected in whole or in part when it is in the best interest of the RMRTD; f) a notice that reads substantially as follows: "The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs"; and g) required federal certifications – see section 27 of this policy, if applicable.
 - 12.3 Incorporation by reference. The IFB may incorporate documents by reference, provided that the IFB specifies where such documents can be obtained.
 - 12.4 Evaluation criteria. The IFB shall set forth the evaluation criteria that will be used to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria such as discounts, transportation costs and total or life cycle costs that will affect the bid price shall be objectively measurable. No criteria may be used in bid evaluation that is not set forth in the IFB.
 - 12.5 Bid form. The IFB shall provide a form which shall include space in which the bid price shall be inserted and which the bidder shall sign and submit along with all other necessary submissions. A bidder may submit a reasonable facsimile of the bid form. Oral, telephonic and telegraphic bids except as provided in this subsection are invalid and shall not be considered. Telegraphic or bids sent via FAX to a third party and delivered in a sealed envelope to the location where bids are to be received by the date and time shown in the bid, will be accepted for consideration.
 - 12.6 Bid samples and descriptive literature.

- 12.6.1 "Descriptive literature" means information available in the ordinary course of business that shows the characteristics, construction, or operation of an item.
- 12.6.2 "Bid sample" means a sample furnished by a bidder that shows the characteristics of an item offered in the bid.
- 12.6.3 Bid samples or descriptive literature may be required when it is necessary to evaluate required characteristics of the item bid.
- 12.6.3 Bid samples, when required, shall be furnished free of expense to the RMRTD and prior to the time set for the opening of bids. Samples not destroyed or mutilated in testing will be returned upon request by mail, express or freight, collect. Each sample must be labeled to clearly show the bid number and the bidder's name.
- 12.7 Bidding time. Bidding time is the period of time between the date of distribution of the IFB and the time and date set for receipt of bids. In each case bidding time shall be set to provide bidders a reasonable time to prepare their bids. In no case shall the bidding time be shorter than the time required for publication under the following section.
- 12.8 Public Notice, Publication. The IFB or notice thereof shall be published not less than ten (10) calendar days prior to the date set for the opening of bids. The IFB or notice must be published once in at least one newspaper of general circulation in the Region.
 - 12.8.1 These requirements of publication are in addition to any other procedures that may be adopted by the RMRTD to notify prospective bidders that bids will be received, including but not limited to publication in trade journals, if available.
 - 12.8.2 Bidder lists. The central purchasing officer shall send copies of the notice or IFB involving the expenditure of more than the dollar amount specified in Section 13-1-104(B) to those businesses which have signified in writing an interest in submitting bids for particular categories of items of tangible personal property, construction and services and which have paid any required fees.
 - 12.8.3 Public availability. A copy of the IFB shall be made available for public inspection at the office of the central purchasing office.
- 12.9 *Pre-Bid Conferences.* Pre-bid conferences may be conducted to explain the procurement requirements. They shall be announced to all prospective bidders known to have received the IFB. The conference should be held long enough after the IFB has been issued to allow bidders to become familiar with it, but sufficiently before bid opening to allow consideration of the conference results in preparing their bids. Nothing stated at the pre-bid conference shall change the IFB unless a change is made by written amendment as provided in this policy.
- 12.10 *Amendments to the Invitation for Bids.*
 - 12.10.1 Form. An amendment to the IFB shall be identified as such and shall require that bidders acknowledge its receipt. The amendment shall refer to the portions of the IFB it amends.
 - 12.10.2 Distribution. Amendments shall be sent to all prospective bidders known to have received the IFB.

12.10.3 Timeliness. Amendments shall be distributed within a reasonable time to allow prospective bidders to consider them in preparing their bids. If the time and date set for receipt of bids will not permit such preparation, the time shall be increased to the extent possible in the amendment or, if necessary, by telegram or telephone or by other electronic means and confirmed in the amendment.

12.10.4 Use of amendments. Amendments should be used to: a) make any changes in the IFB such as changes in quantity, purchase descriptions, delivery schedules, and opening dates; b) correct defects or ambiguities; or c) furnish to other bidders information given to one bidder if such information will assist the other bidders in submitting bids or if the lack of such information would prejudice the other bidders.

12.11 *Pre-opening Modification or Withdrawal of Bids.*

12.11.1 Procedure. A bid may be modified or withdrawn by a bidder prior to the time set for bid opening by delivering written or telegraphic notice to the location designated in the IFB as the place where bids are to be received.

12.11.2 Disposition of bid security. If a bid is withdrawn in accordance with this section, the bid security, if any, shall be returned to the bidder.

12.11.3 Records. All documents relating to the modification or withdrawal of bids shall be made a part of the appropriate procurement file.

12.12 *Late Bids, Late Withdrawals and Late Modifications.*

12.12.1 Definition. Any bid or any withdrawal or modification of a bid received after the time and date for opening of bids at the place designated for opening is late.

12.12.2 General policy. No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of the central purchasing office personnel directly serving the procurement activity. Exception, a late bid may be considered for award if it is the only bid received.

12.12.3 Records. All documents relating to late bids, late modifications, or late withdrawals shall be made a part of the appropriate procurement file.

12.13 *Bid Opening.*

12.13.1 Receipt. Upon its receipt, each bid and modification shall be time-stamped but not opened and shall be stored in a secure place until the time and date set for bid opening.

12.13.2 No bids received. If no bids are received or if all bids received are rejected in accordance with the provisions of sections 20 and 21 of this policy, a new IFB shall be issued. If upon re-bidding with no change in specifications from the first IFB, the bids received are unacceptable, or if no bids are secured, the central purchasing officer may purchase (i.e., as opposed to procure) the items of tangible personal property, construction or services in the open market at the best obtainable price.

12.13.3 Opening and recording. Bids and modifications shall be opened publicly in the presence of one or more witnesses at the time and place designated in the IFB. The name of each bidder, the amount of each bid and each bid item, if appropriate, the names and addresses of the required witnesses, and such other relevant information as may be specified by the central purchasing officer shall be recorded. The record shall be open for public inspection. Each bid, except those portions for which a bidder has made a written request for confidentiality, shall also be open to public inspection. Any data, which a bidder believes should be kept confidential shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.

12.14 *Mistakes in Bids.*

12.14.1 Consideration for award. Bids shall be unconditionally accepted for consideration for award without alteration or correction, except as authorized in sections 12 through 14 of this policy.

12.14.2 General principles. Correction or withdrawal of a bid because of an inadvertent, nonjudgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to assure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible but only to the extent authorized in sections 12 through 14 of this policy.

12.14.3 Mistakes discovered before opening. A bidder may correct mistakes discovered before bid opening by withdrawing or correcting the bid as provided in subsection 12.11 of this policy.

12.14.4 Confirmation of bid. When the procurement officer knows or has reason to conclude that a mistake has been made in the low bid, the procurement officer should request the low bidder to confirm the bid. Situations in which confirmation should be requested include obvious, apparent errors on the face of the low bid or a bid unreasonably lower than the other bids submitted. If the low bidder alleges mistake, the bid may be corrected or withdrawn if the conditions set forth in subsection 12.14.5 are met.

12.14.5 Mistakes discovered after opening. This subsection sets forth procedures to be applied in three situations in which mistakes in bids are discovered after the time and date set for bid opening:

- a) Technical irregularities. Technical irregularities are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, when there is no effect on price, quality or quantity. The procurement officer may waive such irregularities or allow the low bidder to correct them if either is in the best interest of the RMRTD. Examples include the failure of the low bidder to: 1) return the number of signed bids required by the IFB; 2) sign the bid, but only if the unsigned bid is accompanied by other material indicating the low bidder's intent to be bound; or 3) acknowledge receipt of an amendment to the IFB, but only if: it is clear from the bid that the low

bidder received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

- b) Mistakes where intended correct bid is evident. If the mistake and the intended correct bid are clearly evident on the face of a bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of a bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors. It is emphasized that mistakes in unit prices cannot be corrected.
- c) Mistakes where intended correct bid is not evident. A low bidder alleging a material mistake of fact which makes the bid non-responsive may be permitted to withdraw the bid if: 1) a mistake is clearly evident on the face of the bid document but the intended correct bid is not; or 2) the low bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.
- d) Written determination. When a bid is corrected or withdrawn, or a correction or withdrawal is denied, the procurement officer shall prepare a written determination showing that the relief was granted or denied in accordance with this section.

12.15 *Bid Evaluation and Award.*

- 12.15.1 General. A contract solicited by competitive sealed bids shall be awarded with reasonable promptness by written notice to the lowest responsible bidder. The IFB shall set forth the requirements and criteria that will be used to determine the lowest responsive bid. No bid shall be evaluated for any requirement or criterion that is not disclosed in the IFB. Contracts solicited by competitive sealed bids shall require that the bid amount *exclude* the applicable state gross receipts tax or local option tax but that the contracting agency shall be required to pay the tax including any increase in the tax becoming effective after the contract is entered into. The tax shall be shown as a separate amount on each billing or request for payment made under the contract.
- 12.15.2 Product acceptability. The IFB shall set forth all evaluation criteria to be used in determining product acceptability. It may require the submission of bid samples, descriptive literature, technical data, or other material. It may also provide for accomplishing any or all of the following prior to award: a) inspection or testing of a product for such characteristics as quality or workmanship; b) examination of such elements as appearance, finish, taste or feel; or c) other examinations to determine whether it conforms with other purchase description requirements.
- 12.15.3 Purpose of acceptability evaluation. An acceptability evaluation is not conducted for the purpose of determining whether one bidder's item is superior to another's but only to determine that a bidder's offering is acceptable as set forth in the IFB. Any bidder's offering which does not meet the acceptability requirements shall be rejected as non-responsive.
- 12.15.4 Brand-name or equal specification. Where a brand-name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality,

performance and characteristics desired and is not intended to limit or restrict competition. When bidding an "or equal" the burden of persuasion is on the supplier or manufacturer who has not been specified to convince the procurement officer that their product is, in fact, equal to the one specified. The procurement officer is given the responsibility and judgment for making a final determination on whether a proposed substitution is an "or equal".

12.15.5 Determination of lowest bidder. Following determination of product acceptability as set forth in this section, if any is required; bids will be evaluated to determine which bidder offers the lowest cost to the RMRTD in accordance with the evaluation criteria set forth in the IFB. Only objectively measurable criteria that are set forth in the IFB shall be applied in determining the lowest bidder. Examples of such criteria include, but are not limited to, discounts, transportation costs and ownership or life-cycle formulas. Evaluation factors need not be precise predictors of actual future costs, but to the extent possible the evaluation factors shall be reasonable estimates based upon information the RMRTD has available concerning future use.

- a) Prompt payment discounts. Prompt payment discounts shall not be considered in computing the low bid. Such discounts may be considered after award of the contract.
- b) Trade discounts. Trade discounts shall be considered in computing the low bid. Such discounts may be shown separately, but must be deducted by the bidder in calculating the unit price quoted.
- c) Quantity discounts. Quantity discounts shall be included in the price of an item. Such discounts may not be considered where set out separately unless the IFB so specifies.
- d) Transportation costs. Transportation costs shall be considered in computing the low bid. Such costs may be computed into the bid price or be listed as a separate item.
- e) Total or life-cycle costs. Award may be determined by total or life-cycle costing if so indicated in the IFB. Lifecycle cost evaluation may take into account operative, maintenance, and money costs, other costs of ownership and usage and resale or residual value, in addition to acquisition price, in determining the lowest bid cost over the period the item will be used.
- f) Energy efficiency. Award may be determined by an evaluation consisting of acquisition price plus the cost of energy consumed over a projected period of use.

12.15.6 Restrictions. Nothing in subsection 12.15 of this policy shall be deemed to permit contract award to a bidder submitting a higher quality item than designated in the IFB unless the bidder is also the lowest bidder as determined under subsection 12.15.5. Further, except as provided in this subsection, this policy does not permit negotiations with any bidder or disclosing bid amounts to another bidder prior to award. If the lowest responsive bid has otherwise qualified, and if there is no change in the original terms and conditions, the lowest responsible bidder may negotiate with the purchaser (i.e., this exception applies only to purchases and does not apply to procurements generally) for a lower total bid to avoid rejection of all bids for the reason that the lowest bid

was up to ten percent higher than budgeted project funds. Such negotiation shall not be allowed if the lowest bid was more than ten percent over budgeted project funds.

12.15.7 Documentation of award. Following award, a record showing the basis for determining the successful bidder shall be made a part of the procurement file.

12.15.8 Publicizing awards. Written notice of award shall be sent to the successful bidder. Notice of award shall also be posted at the RMRTD's office.

12.16 *Statutory preferences* (Statutory preferences to be applied in determining low bidder). New Mexico law provides certain statutory preferences to resident businesses, resident veteran businesses, resident contractors and resident veteran contractors, and for recycled content goods (Sections 13-1-21 and 13-1-22 NMSA 1978). The statute further provides a preference to resident construction contractors (Sections 13-4-1 through 13-4-3 NMSA 1978) which must be applied in determining the lowest bidder. **This section does not apply when the expenditure includes federal funds for a specific purchase. (NMSA 1978, § 13-1-21(J)).**

12.17 Identical low bids.

12.17.1 Definition. Identical low bids are low responsive bids, from responsible bidders, which are identical in price after the application of the preferences referred to in this policy and which meet all the requirements and criteria set forth in the IFB.

12.17.2 Award. When two or more identical low bids are received, the central purchasing officer may: a) award pursuant to the multiple source award provisions of Sections 13-1-153 and 13-1-154 NMSA 1978; b) award to a resident business or a resident veteran business or a resident contractor or a resident veteran contractor if the identical low bids are submitted by a resident business or a resident veteran business or a resident contractor or a resident veteran contractor and a nonresident business or nonresident contractor; c) award to a bidder offering recycled content goods if the identical low bids are for recycled content goods and virgin goods; d) award by lottery to one of the identical low bidders; or e) reject all bids and re-solicit bids or proposals for the required services, construction or items of tangible personal property.

13. MULTI-STEP SEALED BIDS.

13.1 *General*. Multi-step bidding is a variant of the competitive sealed bidding method. This method may be utilized when the central purchasing office makes a determination that it is impractical initially to prepare specifications to support an award based on price, or that specifications are inadequate or are too general to permit full and free competition without technical evaluation and discussion.

13.2 *Phased process*. Multi-step bidding is a phased process which combines elements of both the competitive sealed bid and the competitive sealed proposal methods, seeking necessary information or unpriced technical offers in the initial phase; and regular competitive sealed bidding, inviting bidders who submitted technically acceptable offers in the initial phase, to submit competitive sealed price bids on the technical offers in the final phase. The contract shall be awarded to the lowest responsible bidder. If time is a factor, the central purchasing office may require

Offerors to submit a separate sealed bid during the initial phase to be opened after the technical evaluation.

- 13.3 Public notice. Whenever multi-step sealed bids are used, public notice for the first phase shall be given in accordance with subsection 12.8 of this policy. Public notice is not required for the second phase.
14. **PAYMENTS FOR PURCHASES.** [Contract clause] Except as provided in NMSA § 13-1-158(D), payment shall be tendered to the contractor within thirty days of the date of certification by the central purchasing office that the services, construction or items of tangible personal property have been received and accepted. For purchases funded by state or federal grants to the RMRTD, payments shall be tendered to the contractor within 30 days of certification, or within five working days of receipt of funds from the funding agency, whichever is later. All contracts resulting from an invitation for bids shall contain a clause allowing for late payment charges against the contracting agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.
15. **APPLICATION -- COMPETITIVE SEALED PROPOSALS.**
 - 15.1 *General.* Except as provided in subsections 15.2 and 15.3 of this section, the provisions of this section apply to any procurement made by competitive sealed proposals.
 - 15.2 *Architects, engineers, landscape architects and surveyors.* The provisions of this section do not apply to the procurement of professional services of architects, engineers, landscape architects and surveyors for local public works projects. Except that when procuring such professional services for local public works projects the RMRTD shall comply with Sections 13-1-120 through 13-1-124 NMSA 1978. Commentary: local public works projects over \$100,000 involving architecture must be provided by a legal, *resident* architect (Section 61-15-9 NMSA 1978).
 - 15.3 *Professional Services.* "Professional services" are defined in Section 13-1-76 NMSA 1978. The section of statute acknowledges the difficulty of any attempt made to recognize and list each and every service that could conceivably fall within the definition of "professional services". Instead, the statute provides in relevant part that "...other persons or businesses providing similar professional services to those listed may be designated as such by a determination issued by the central purchasing officer." In instances where "...other persons or businesses providing similar professional services...", as cited in Section 13-1-76, NMSA 1978, is not clearly defined, Contractors shall submit a written request to the central purchasing office for issuance of a determination and a finding that the service is to be designated as a professional service.
 - 15.4 *General Discussion.*
 - 15.4.1 Use of competitive sealed proposals. When the central purchasing officer or a designee makes a determination that the use of competitive sealed bids is either not practicable or not advantageous to the RMRTD, procurement shall be effected by competitive sealed proposals. *Competitive sealed proposals shall not be used for the procurement of construction* (Section 13-1-111 NMSA 1978). (FTA C 4220.1F, Chpt. VI, GSD Best Value Procurement Guide, Pt 1 p.4)
 - 15.4.2 Definitions. The words "practicable" and "advantageous" are to be given ordinary dictionary meanings. The term "practicable" denotes what may be accomplished or put into practical application. "Advantageous" denotes a judgmental

assessment of what is in the RMRTD's best interest. The use of competitive sealed bids may be practicable, that is, reasonably possible, but not necessarily advantageous, that is, in the RMRTD's best interest.

- 15.4.3 Proposals offer flexibility. The key element in determining advantageousness is the need for flexibility. The competitive sealed proposal method differs from the competitive sealed bid method in two important ways: a) it permits discussions with competing Offerors and changes in their proposals including price; and, b) it allows comparative judgmental evaluations to be made when selecting among acceptable proposals for award of a contract.
- 15.4.4 Determinations by category. The central purchasing office may make determinations by category of services or items of tangible personal property that it is either not practicable or not advantageous to procure specified types of service or items of tangible personal property by competitive sealed bids in which case competitive sealed proposals shall be utilized. The central purchasing office may modify or revoke such determinations at any time.
- 15.4.5 Resident business preferences. Prior to making a recommendation of award, the Central Purchasing Office shall apply the resident preferences evaluation as promulgated by the New Mexico State Procurement Code. In the event the purchase involves federal award monies, the Central Purchasing Office shall not apply geographic preferences unless applicable federal statutes or regulations expressly mandate or permit geographic preference.

15.5 *Request for Proposals (RFP):*

- 15.5.1 Initiation. The request for proposals (RFP) is used to initiate competitive sealed proposal procurement. The RMRTD shall follow published guidelines and procedures issued by the central purchasing office from development stage through award of RFP-based procurements. At a minimum the RFP shall include the following: a) the specifications for the services or items of tangible personal property to be procured; b) all contractual terms and conditions applicable to the procurement; c) instructions concerning the submission and response to questions; d) the term of the contract and conditions of renewal or extension, if any; e) instructions and information to Offerors, including the location where proposals are to be received and the date, time and place where proposals are to be received and reviewed; f) disclosure that "best value" award will be given, and identification of the evaluation factors, and the relative weights to be given to the factors in evaluating proposals; g) a statement that discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award, but that proposals may be accepted without such discussions; h) a notice that the RFP may be canceled and that any and all proposals may be rejected in whole or in part when it is in the best interest of the RMRTD; i) a statement of how proposed costs should be submitted; j) a notice that reads substantially as follows: "The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs", and k) required federal certifications – see section 27 of this policy, if applicable.
- 15.5.2 Incorporation by reference. The RFP may incorporate documents by reference, provided that the RFP specifies where such documents can be obtained.

- 15.5.3 Form of proposal. The manner in which proposals are to be submitted, including any forms for that purpose, should be designated in the RFP.
- 15.5.4 Proposal preparation time. Thirty calendar days between the date of issue and the proposal due date is the recommended minimum proposal preparation time. A longer preparation time may be required for complex procurements or for procurements that require substantial offeror resources to prepare an acceptable proposal.
- 15.6 *Public Notice.* The central purchasing office shall give public notice of the RFP in the same manner as provided in subsection 12.8 of this policy. It is further provided that subsection 12.8.2 of this policy does not apply to a solicitation of a professional service contract unless the value of the contract will exceed the dollar amount specified in Section 13-1-125 NMSA 1978.
- 15.7 *Pre-proposal Conferences.* Pre-proposal conferences may be conducted in accordance with subsection 12.9 of this policy. Any such conference should be held prior to submission of initial proposals.
- 15.8 *Amendments to the Request for Proposals.*
 - 15.8.1 Prior to submission of proposals. Prior to submission of proposals, amendments to the RFP may be made in accordance with subsection 12.10 of this policy.
 - 15.8.2 After submission of proposals. After submission of proposals, amendments to the RFP shall be distributed only to short-listed Offerors. The short-listed Offerors shall be permitted to submit new proposals or to amend those submitted. If in the opinion of the procurement officer or procurement manager, a contemplated amendment will significantly change the nature of the procurement, the RFP shall be canceled in accordance with sections 20 and 21 of this policy, and a new RFP issued.
- 15.9 *Modification or Withdrawal of Proposals.* Proposals may be modified or withdrawn prior to the established due date in accordance with subsection 12.11 of this policy. The established due date is either the time and date announced for receipt of proposals or receipt of modifications to proposals, if any; or, if discussions have begun, it is the time and date by which best and final offers must be submitted by short-listed Offerors.
- 15.10 *Late Proposals, Late Modifications and Late Withdrawals.* Any proposal, withdrawal, or modification received after the established due date at the place designated for receipt of proposals is late. See section 15.9 of this policy for the definition of "established due date". They may be considered only in accordance with section 12.12 of this policy.
- 15.11 *Receipt and Opening of Proposals.*
 - 15.11.1 Receipt. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. See section 12.12 of this policy for the definition of "established due date".
 - 15.11.2 Opening. Proposals shall not be opened publicly and shall not be open to public inspection until after an offeror has been selected for award of a contract. An

offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

15.12 Evaluation of Proposals.

- 15.12.1 Evaluation factors. The evaluation shall be based on the evaluation factors and the relative weights set forth in the RFP.
- 15.12.2 Evaluation Committee. The RMRTD Chief Executive Director shall appoint an evaluation committee prior to the due date for receipt of proposals. The size of the committee should be manageable and may include both user and technical support representatives.
- 15.12.3 Classification of proposals. For the purpose of conducting discussions under subsection 15.13 of this policy, proposals shall be initially classified as a) responsive; b) potentially responsive, that is, reasonably susceptible of being made responsive; or c) non-responsive.
- 15.12.4 Disqualification. Non-responsive proposals are disqualified and eliminated from further consideration. A written determination in the form of a letter must be sent promptly to the disqualified offeror setting forth the grounds for the disqualification, and made a part of the procurement file.

15.13 Proposal Discussion and Negotiations with Individual Offers.

- 15.13.1 Discussions authorized. Discussions may be conducted with responsible Offerors who submit acceptable or responsive, potentially acceptable or potentially responsive proposals. Discussions shall be conducted by the central purchasing officer, the procurement manager or the evaluation committee as a whole body. Individual discussions by committee members except as otherwise expressed in this subsection are prohibited.
- 15.13.2 Purposes of discussions. Discussions are held to clarify technical or other aspects of the proposals.
- 15.13.3 Conduct of discussions. If during discussions there is a need for any substantial clarification or change in the request for proposals, the request for proposals shall be amended to incorporate such clarification or change. Any substantial oral clarification of a proposal shall be reduced to writing by the offeror. Proposals may be accepted and evaluated without such discussion. This is not an opportunity for the Offerors to amend the substance of their proposals.
- 15.13.4 Short list. All responsible Offerors who submit acceptable proposals are eligible for the short list. If numerous acceptable proposals have been submitted, however, the procurement officer or procurement manager may rank the proposals and select the highest ranked proposals for the short list. Those responsible Offerors who are selected for the short list are the short-listed Offerors" or "finalist Offerors".
- 15.13.5 Competitive negotiations. Competitive negotiations may be held among the short-listed Offerors to: a) promote understanding of the RMRTD's requirements and short-listed Offerors' proposal; and b) facilitate arriving at a

contract that will be most advantageous to the RMRTD taking into consideration the evaluation factors set forth in the RFP.

- 15.13.6 Except for circumstances and situations otherwise approved by the central purchasing office, negotiations of the relevant terms and conditions as well as any other important factors in an RFP and proposed contract are negotiated prior to award of a contract, not after award.
- 15.13.7 Conduct of competitive negotiations. Short-listed Offerors shall be accorded fair and equal treatment with respect to any negotiations and revisions of proposals. The procurement manager should establish procedures and schedules for conducting negotiations for that solicitation. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. Any substantial oral clarification of a proposal shall be reduced to writing by the short-listed offeror.
- 15.14 *Disclosure.* The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process and prior to award.
- 15.15 *Best and Final Offers.* Best and final offers in a request for proposals are strongly discouraged. An offeror's best offer should be included in that offeror's original proposal. No discussion or changes to that offer should be allowed prior to selection of the offeror as the successful offeror unless negotiations are undertaken pursuant to Section 15.13 of these Policies. The procurement officer or procurement manager may establish a common date and time for short-listed or finalist Offerors to submit best and final offers. Best and final offers shall be submitted only once; provided, however, the central purchasing office may make a written determination that it is in RMRTD's best interest to conduct additional discussions or change the RMRTD's requirements and require another submission of best and final offers. Otherwise, no discussion of or changes in the best and final offers shall be allowed prior to award. Short-listed Offerors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediately previous offer will be construed as their best and final offer.
- 15.16 *Mistakes in Proposals.*
 - 15.16.1 Modification or withdrawal of proposals. Proposals may be modified or withdrawn as provided in subsection 15.9 of this policy.
 - 15.16.2 Mistakes discovered after receipt of proposals. This subsection sets forth procedures to be applied in four situations in which mistakes in proposals are discovered after receipt of proposals.
 - a) Confirmation of proposal. When the procurement officer or procurement manager knows or has reason to conclude before award that a mistake has been made, the procurement officer or procurement manager should request the offeror to confirm the proposal. If the offeror alleges mistake, the proposal may be corrected or withdrawn during any discussions that are held or if the conditions set forth in subsection 15.16.3 of this section are met.
 - b) During negotiations; prior to best and final offers. Once negotiations are commenced or after best and final offers are requested, any short-listed or

finalist offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

- 15.16.3 Technical irregularities. Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the procurement officer or procurement manager may waive such irregularities or allow an offeror to correct them if either is in the best interest of the RMRTD. Examples include the failure of an offeror to: return the number of signed proposals required by the RFP; sign the proposal, *but only if* the unsigned proposal is accompanied by other material indicating the offeror's intent to be bound; or acknowledge receipt of an amendment to the RFP, *but only if*: it is clear from the proposal that the offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.
- 15.16.4 Correction of mistakes. If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.
- 15.16.5 Withdrawal of proposals. If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: a) the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or b) the offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.
- 15.16.6 Determination required. When a proposal is corrected or withdrawn, or correction or withdrawal is denied under subsections 15.16.3 through 15.16.5 of this section, the procurement officer or procurement manager shall prepare a written determination showing that the relief was granted or denied in accordance with this section.

15.17 *Public Inspections.*

- 15.17.1 General. After award, any written determinations made pursuant to this policy, the evaluation committee report and each proposal, except those portions for which the offeror has made a written request for confidentiality, shall be open to public inspection. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed may not be designated as confidential information.
- 15.17.2 Confidential data. If a request is received for disclosure of data, for which an offeror has made a written request for confidentiality, the central purchasing shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. If it is determined that an offeror's requested confidential data should be disclosed, that offeror will receive reasonable notice in order to afford the offeror the opportunity to

take legal action to prevent the disclosure. Unless the offeror takes legal action to prevent the disclosure, the data will be so disclosed. After award the proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

15.18 *Payments for Purchases.* [Contract Clause] All contracts resulting from a request for proposals shall contain a clause allowing for late payment charges against the RMRTD or its subrecipients in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978. *For purchases funded by state or federal grants to the RMRTD, payments shall be tendered to the contractor within five working days of receipt of funds from the funding agency.*

16. **APPLICATION – MICRO AND SMALL PURCHASES.** The provisions of this section apply to the procurement of tangible goods and services, construction and professional services. The methods of procurement set forth in subsections 16.2 through 16.3 of this policy provide alternatives to the competitive sealed bid and competitive sealed proposal methods of procurement. If the procurement methods set forth in subsections 16.2 through 16.3 of this policy are not used the competitive sealed bid or competitive sealed proposal methods shall apply.

16.1 *Division of Requirements.* Procurement requirements shall not be artificially divided so as to constitute a small purchase under this section.

16.2 *Micro and Small Purchases of Items of Tangible Personal Property, Construction and Nonprofessional Services.*

16.2.1 Non-federal procurements:

- a) At or less than the dollar amount specified in Section 13-1-125(C) NMSA 1978. Purchases may be made by issuing a direct purchase order to a contractor based upon the best obtainable price.
- b) At or less than the dollar amount specified in Section 13-1-125(A) NMSA 1978. Purchases shall be made according to the best obtainable price. To the extent practical, no fewer than three businesses shall be solicited via written requests containing the specifications for the procurement to submit written quotations that are recorded and placed in the procurement file. If three written quotes cannot be obtained, the agency shall document the reasons and include the document in the procurement file. Such notations as “does not carry” or “did not return my phone call” do not qualify as a valid quotation. If the lowest quotation is not acceptable, the central purchasing office must issue a written determination as to the reasons for such a decision. These reasons must not be arbitrary or capricious. The written determination becomes a part of the procurement file.
- c) Above the dollar amount specified in Section 13-1-125(A) NMSA 1978. All purchases exceeding the dollar amount specified in Section 13-1-125(A) require formal competitive procurement as set forth in this policy.

Federal Purchases:

- d) Procurement by micro purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the dollar amount specified in 48 CFR Subpart 2.1, including in the case of acquisitions for construction subject to the Davis-Bacon Act. To the extent practicable, purchasers shall distribute micro-purchases equitably among qualified suppliers. Purchases may be awarded without soliciting competitive

quotations if the price is considered reasonable. (To be considered reasonable, purchaser shall research qualified suppliers on at least an annual basis. The research must be documented and maintained in the vendor file).

e) Procurement by small purchases. Small purchases are those relatively simple and informal procurement methods for securing services, supplies or other property that do not cost more than the lesser of the State Procurement Code Threshold or the Simplified Acquisition Threshold (The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1). If small purchase procedures are used, price or rate quotations must be obtained from a minimum of three (3) qualified sources. (Qualified source is a vendor that meets purchasers' specifications). Quotations received must be documented, regardless of the method to obtain prices/rates, i.e. telephone, email, etc. These purchases are exempt from FTA's Buy America requirements. (FTA C 4220.1F Chpt. VI, ¶ 3(b)).

16.2.2 Disclosure. Prior to award, the contents of any response to a quotation shall not be disclosed to any other business from which the same request for quotation is also being solicited.

16.2.3 Bidders list. Although not required to be published in a newspaper or newspapers of general circulation in the Region, the central purchasing office shall send copies of the notice or request for quotes/informal invitation for bids involving the expenditure of more than \$5,000 but not exceeding the amount specified in Section 13-1-125 NMSA 1978 to those businesses who have signified in writing an interest in submitting bids for particular categories of items of tangible personal property, construction or services and which have paid any required fees.

16.2.4 Award. Award shall be made to the business offering the lowest acceptable quotation.

16.2.5 Records. The names of the businesses submitting quotations and the date and the amount of each quotation shall be recorded and maintained as a public record.

16.3 *Small Purchases of Professional Services.*

16.3.1 Application. The Central Purchasing Office may procure professional services having a value not to exceed the dollar amount specified in Section 13-1-125(B) NMSA 1978, except for the services of architects, engineers, landscape architects, or surveyors for state public works projects.

16.3.2 Offeror List. Before contacting any business, a central purchasing office is *encouraged* to examine the state purchasing agent's current list of potential offerors, if any. Central purchasing offices are encouraged to contact at least three businesses for written offers before selecting a contractor.

16.3.3 A central purchasing office shall negotiate a contract for the required services at a fair and reasonable price to the state agency.

16.3.4 Disclosure. If more than one business is contacted, the contents of the written or oral offer of one business shall not be disclosed to another business until award is made.

- 16.3.5 Federal Purchases. The central purchasing office may procure professional services having a value that does not cost more than the lesser of the threshold in Section 13-1-125(B) NMSA 1978 or the Simplified Acquisition Threshold in 48 CFR Subpart 2.1. If small purchase procedures are used, price or rate quotations must be obtained from a minimum of three (3) qualified sources. (Qualified source is a vendor that meets purchasers' specifications). Quotations received must be documented, regardless of the method to obtain prices/rates, i.e. telephone, email, etc. These purchases are exempt from FTA's Buy America requirements. (FTA C 4220.1F Chpt. VI, ¶ 3(b)).

16.4 *Amazon On-Line Purchases.*

In order to purchase from Amazon.com you must have exhausted all other procurement options for purchase, and followed all competitive thresholds.

User must purchase with personal credit card, not agency card. You would then follow the below workflow approval process.

- 1) Submit a Request for PRE-Approval memo
 - a. Must be signed off by Procurement Officer (to verify proper procedures are followed)
 - b. Approval by Executive Director
- 2) After ED approval, make purchase with personal credit card.
- 3) After purchase, attach receipt to Reimbursement Request for approval from ED.

17. **APPLICATION -- SOLE SOURCE PROCUREMENTS.** The provisions of this section apply to all sole source procurements unless emergency conditions exist as defined in subsection 17.3 of this policy. Sole source awards for federal purchases must also meet the requirements for state purchases, below.

17.1 *Sole Source Procurement of Items of Tangible Personal Property, Construction and Nonprofessional Services.*

- 17.1.1 Conditions for use. A contract may be awarded without competitive sealed bids or competitive sealed proposals, regardless of the estimated cost, when the central purchasing office, employing due diligence, makes a written determination that:

- a) there is only one source for the required items of tangible personal property, construction or nonprofessional services;
- b) the tangible personal property, construction or nonprofessional service is unique, and this uniqueness is substantially related to the intended purpose of the contract; and
- c) other similar tangible personal property, construction or nonprofessional services cannot meet the intended purpose of the contract.

- 17.1.2 Request by contractors or subgrantees. Any request by a contractor or subgrantee that procurement be restricted to one potential contractor shall be accompanied by a written explanation as to why no other will be suitable or acceptable to meet the need.

17.1.3 Posting. At least thirty days prior to the award of a sole source procurement contract, the central purchasing office shall post notice of the intent to award a sole source contract on its website. Such notice shall identify, at a minimum:

- a) the contractor's name and address;
 - b) the amount and term of the contract;
 - c) the nature and quantity of the service, construction or item of tangible personal property being contracted for;
 - d) that the contract is sole source contract; and
 - e) the justification for making a sole source award.
- 17.1.4 Negotiations. The central purchasing office shall conduct negotiations, as appropriate, as to price, delivery and quantity, in order to obtain the price most advantageous to the RMRTD.

17.2 *Records of sole source procurements.* The central purchasing shall maintain records of sole source procurements for a minimum of three years – see section 31. The record of each such procurement shall be a public record and shall contain: a) the contractor's name and address; b) the amount and term of the contract; c) a listing of the services, construction, or items of tangible personal property procured under the contract; and d) the justification for the procurement method which shall include any written determinations and written approvals required by any provision of subsection 17.1 of this policy.

18. **APPLICATION -- EMERGENCY PROCUREMENTS.** The section applies to any procurement made under emergency conditions that will not permit other source selection methods to be used. Emergency procurement for federal purchases must also meet the requirements for state purchases, below.

18.1 *Definition of Emergency Conditions.* An emergency condition is a situation which creates a threat to public health, welfare, safety or property such as may arise by reason of floods, epidemics, riots, equipment failures or similar events. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten: a) the functioning of government; b) the preservation or protection of property; or c) the health or safety of any person.

18.2 *Scope of Emergency Procurements.* Emergency procurements shall be limited to those services, construction, or items of tangible personal property necessary to meet the emergency. Such procurement shall not include the purchase or lease-purchase of heavy road equipment.

18.3 *Authority to make Emergency Procurements.* The central purchasing office may make or authorize others to make emergency procurements when an emergency condition arises; provided that emergency procurements shall be made with such competition as is practicable under the circumstances.

18.4 *Procedure.* The procedure used shall be selected to assure that the required services, construction, or items of tangible personal property are procured in time to meet the emergency. Given this constraint, such competition as is practicable shall be obtained.

- 18.5 *Written Determination Required.* A written determination of the basis for the emergency procurement and the selection of the particular contractor shall be included in the procurement file.
- 18.6 *Records of Emergency Procurements.* The central purchasing shall maintain records of emergency procurements for a minimum of three years – see section 31. The record of each such procurement shall be a public record and shall contain: a) the contractor's name and address; b) the amount and term of the contract; c) a listing of the services, construction, or items of tangible personal property procured under the contract; and d) the justification for the procurement method. The central purchasing office shall post this information on its website within 3 days of awarding an emergency contract.
- 18.7 *Construction under Emergency or Sole Source Procurement.*
- 18.7.1 Notwithstanding the requirements of Sections 13-1-126 and 13-1-127 NMSA 1978, any procurement including sole source and emergency procurement, other sections of statute apply when procuring construction services. If procurement for construction is declared, a state wage rate determination pursuant to Section 13-4-11 NMSA 1978 must be obtained if the construction contract is over \$60,000. Commentary: Even if the emergency occurs over a weekend or holiday you must advise the contractor that he will be required to pay state wage rates and the central purchasing office must contact the Labor Commissioner as soon as possible so he can issue a minimum wage rate determination for the project. To obtain a state wage rate determination, login to the Public Works and Apprenticeship Application at www.dws.state.nm.us/PWAA, or contact: State Labor Relations, 1596 Pacheco St., Santa Fe, NM 87503, 505-827-9676, or 121 Tijeras NE, Suite 3000, Albuquerque, NM 87102, 505-841-4400.
- 18.7.2 Performance and labor and material payments bonds pursuant to Section 13-4-18 NMSA 1978 are required if the construction contract is over the dollar amount specified in that section. The bonds may be required if a project is under the dollar amount specified in Section 13-5-18 at the RMRTD's discretion.
19. **PROCUREMENT UNDER EXISTING CONTRACTS AUTHORIZED.** The central purchasing office may contract for services, construction, or items of tangible personal property without the use of competitive sealed bids or competitive sealed proposals as follows:
- 19.1 At a price equal to or less than the contractor's current federal supply contract (GSA), providing the contractor has indicated in writing a willingness to extend the contract's pricing, terms and conditions to the RMRTD and the purchase order adequately identifies the contract relied upon; or
- 19.2 With a business which has a current price agreement with the central purchasing office or the State Purchasing Division of the General Services Department for the item, services, or construction meeting the same standards and specifications as the items to be procured, if the following conditions are met: a) the total quantity purchased does not exceed the quantity which may be purchased under the applicable price agreement; and b) the purchase order adequately identifies the price agreement relied upon.
- 19.3 *Copies of Contracts and Price Agreements.* A central purchasing office shall retain for public inspection and for the use of auditors a copy of each central purchasing

office contract or current price agreement relied upon to make purchases without seeking competitive bids.

20. **CANCELLATION OF SOLICITATIONS OR REJECTION OF BIDS OR PROPOSALS.** The provisions of sections 20 and 21 of this policy shall govern the cancellation of any solicitations whether issued by the central purchasing office under competitive sealed bids, competitive sealed proposals, small purchases, or any other source selection method, and rejection of bids or proposals in whole or in part.

20.1 *Policy.* Any solicitation may be canceled or any or all bids or proposals may be rejected in whole or in part when it is in the best interest of the RMRTD.

20.2 *Cancellation of Solicitations or Rejection of All Bids or Proposals.*

20.2.1 Prior to opening. As used in this section, "opening" means the date set for opening of bids or receipt of proposals.

- a) Prior to opening, a solicitation may be canceled in whole or in part when the central purchasing office makes a written determination that such action is in the RMRTD's best interest for reasons including but not limited to: 1) the services, construction, or items of tangible personal property are no longer required; 2) the contractor or subgrantee no longer can reasonably expect to fund the procurement; or 3) proposed amendments to the solicitation would significantly change the nature of the procurement.
- b) When a solicitation is canceled prior to opening, notice shall be sent to all businesses solicited. The notice shall: 1) identify the solicitation; 2) briefly explain the reason for cancellation; and 3) where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar services, construction, or items of tangible personal property.

20.2.2 After opening.

- a) After opening but prior to award, all bids or proposals may be rejected in whole or in part when the central purchasing office makes a written determination that such action is in the RMRTD's best interest for reasons including but not limited to: 1) all of the bids and proposals are non-responsive; 2) the services, construction, or items of tangible personal property are no longer required; 3) ambiguous or otherwise inadequate specifications were part of the solicitation; 4) the solicitation did not provide for consideration of all factors of significance to the recipients/ subrecipients; 5) prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds; 6) all otherwise acceptable bids or proposals received are at clearly unreasonable prices; or 7) there is reason to believe that the bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith.
- b) A notice of rejection should be sent to all businesses that submitted bids or proposals, and it shall conform to subsection 20.2.1.a) of this section.

21. **REJECTION OF INDIVIDUAL BIDS OR PROPOSALS.**

21.1 *Reasons for rejection.*

- 21.1.1 Bids. As used in this section, "bid" includes both competitive sealed bids and small purchase quotations. Reasons for rejecting a bid shall include but are not limited to: a) the business that submitted the bid is non-responsive as determined under section 22 of this policy; b) the bid is not responsive; or c) the service, construction, or item of tangible personal property offered in the bid is unacceptable by reason of its failure to meet the requirements of the specifications, or permissible alternates, or other acceptability criteria set forth in the IFB.
- 21.1.2 Proposals. As used in this section, "proposal" includes both competitive sealed proposals and small purchase offers. Unless the solicitation states otherwise, proposals need not be unconditionally accepted without alteration or correction and a contractor or subgrantee stated requirements may be revised or clarified after proposals are submitted. This flexibility must be considered in determining whether reasons exist for rejecting all or any part of a proposal. Reasons for rejecting proposals include but are not limited to: a) the business that submitted the proposal is non-responsive as determined under section 23 of this policy; b) the proposal is not responsive; or c) the proposed price is clearly unreasonable; or d) the proposal failed to adequately address one or more material mandatory requirements as set forth in the request for proposals.
- 21.1.3 Written determination required. The central purchasing office and made a part of the procurement file shall prepare a written determination that contains the reasons for the rejection of an individual bid or proposal.

21.2 *"All or None" bids.* When the term "all or none" is used:

- 21.2.1 By the purchaser in a solicitation. A solicitation may require bidders to submit bids or offers on all items listed in the solicitation, or may identify certain groups of items in which all items must be bid. If the solicitation is properly so limited, a bidder's failure to bid all items identified as "all or none" items may render the bid non-responsive.
- 21.2.2 By the bidder or offeror, and not the purchaser. If the bidder restricts acceptance of the bid, or a portion thereof, by such a statement as "all or none", the bidder has "qualified" the offer which may render the bid as non-responsive.
- 21.2.3 In instances as stated above, such a bid or offer may be accepted only if the central purchasing office issues a determination setting forth the basis for accepting the bid or offer as being in the best interest of the RMRTD. Also in both, instances, the bid or offer is only eligible for award if it is the overall low bid for the item or items so restricted.

22. **RECEIPT, INSPECTION, ACCEPTANCE OR REJECTION OF DELIVERIES.** The RMRTD or contractor/subgrantee is responsible for inspecting and accepting or rejecting deliveries.

- 22.1 The RMRTD or contractor or subgrantee shall determine whether the quantity is as specified in the purchase order or contract;
- 22.2 The RMRTD or contractor or subgrantee shall determine whether the quality conforms to the specifications referred to or included in the purchase order or contract;

- 22.3 If inspection reveals that the delivery does not meet or conform to the quantity or quality specified in the purchase order or contract, the RMRTD or contractor or subgrantee shall notify the vendor that the delivery has been rejected and shall order the vendor to promptly make a satisfactory replacement or supplementary delivery;
- 22.4 In case the vendor fails to comply, the RMRTD or contractor or subgrantee shall promptly file a purchasing complaint with the central purchasing office. Also, in case the vendor fails to comply, the RMRTD or user entity shall have no obligation to pay for the nonconforming items of tangible personal property;
- 22.4.1 If the delivery does conform to the quantity and quality specified in the purchase order or contract, the RMRTD or user entity shall certify that delivery has been completed and is satisfactory.
- 22.5 *Summary.* Notwithstanding the requirements of section 22 of this policy, if, after delivery and acceptance of goods, the goods or a portion thereof are later found to be non-conforming to the specifications referred to or included in the purchase order or contract, such acceptance does not waive any rights or remedies which are otherwise granted to the buyer in accordance with other applicable laws of New Mexico.
23. **RESPONSIBILITY OF BIDDERS AND OFFERORS.** A determination of responsibility or non-responsibility shall be governed by this section 23.
- 23.1 Standards of responsibility.
- 23.1.1 Standards for bidders. Factors to be considered in determining whether the standard of responsibility has been met include whether a bidder has: a) submitted a responsive bid; b) adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the services, construction, or items of tangible personal property described in the IFB, to include meeting scheduled needs; c) a satisfactory record of performance; d) a satisfactory record of integrity; e) qualified legally to contract with the RMRTD; and f) supplied all necessary information and data in connection with any inquiry concerning responsibility; f) ability to get required bonding and insurance.
- 23.1.2 Standards for Offerors. Factors to be considered in determining whether the standard of responsibility has been met include whether an offeror has: a) submitted a responsive proposal; b) adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the services or items of tangible personal property described in the proposal; c) a satisfactory record of performance; d) a satisfactory record of integrity; e) qualified legally to contract with the RMRTD; and f) supplied all necessary information and data in connection with any inquiry concerning responsibility.
- 23.1.3 Ability to meet Standards. A bidder or offeror may demonstrate the availability of adequate financial resources, production or service facilities, personnel and experience by submitting, upon request: a) evidence that the bidder or offeror possesses the necessary items; b) acceptable plans to subcontract for the necessary items; or c) a documented commitment from, or explicit arrangement with, a satisfactory source to provide the necessary items.

- 23.2 *Inquiry by Procurement Officer.* Before awarding a contract, the procurement officer or procurement manager must be satisfied that the bidder or offeror is responsible. Therefore, a bidder or offeror shall supply information and data requested by the procurement officer concerning the responsibility of the bidder or offeror. The unreasonable failure of a bidder or offeror to promptly supply information or data in connection with such an inquiry is grounds for a determination that the bidder or offeror is not responsible.
- 23.2.1 *Determination Required.* If a bidder or offeror who otherwise would have been awarded a contract is found to be non-responsible, a written determination, setting forth the basis of the finding, shall be prepared by the central purchasing office. The written determination shall be made part of the procurement file, and a copy of the determination shall be sent to the non-responsible bidder or offeror.
24. **APPLICABILITY -- PROTESTS.** The provisions of this section apply to all protests filed with the central purchasing office.
- 24.1 *Right to Protest.* Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the central purchasing office.
- 24.2 *Filing of Protest.*
- 24.2.1 Protest must be written. Protests must be in writing and addressed to the central purchasing office, whichever has control and administration over the procurement.
- 24.2.2 Contents. The protest shall: a) include the name and address of the protestant; b) include the solicitation number; c) contain a statement of the grounds for protest; d) include supporting exhibits, evidence or documents to substantiate any claim unless not available within the filing time in which case the expected availability date shall be indicated; and e) specify the ruling requested from the central purchasing office.
- 24.2.3 Pleadings. No formal pleading is required to initiate a protest, but protests should be concise, logically arranged, and direct.
- 24.2.4 Time limit. Protests shall be submitted within fifteen calendar days after knowledge of the facts or occurrences giving rise to the protest. Any person or business that has been sent written notice of any fact or occurrence is presumed to have knowledge of the fact or occurrence.
- 24.3 *Procurements after Protest.*
- 24.3.1 In the event of a timely protest, as defined in this section, the central purchasing office shall not proceed further with the procurement unless the office makes a written determination that the award of the contract is necessary to protect substantial interests of the RMRTD. Such written determination should set forth the basis for the determination. As used in this section, the point in time in which a contract is awarded is that point at which a legally enforceable contract is created unless the context clearly requires a different meaning.
- 24.3.2 Procurement shall not be halted after a contract has been awarded merely because a protest has been filed. After a contract has been awarded, the central purchasing office may, in its sole discretion, halt procurement in exceptional circumstances or for good cause shown.

24.4 *Protest procedure.*

- 24.4.1 Upon the filing of a timely protest, the central purchasing office shall give notice of the protest to the contractor if award has been made or, if no award has been made, to all bidders or Offerors who appear to have a substantial and reasonable prospect of receiving an award if the protest is denied. When the protest concerns an FTA funded procurement, the central purchasing agent will also provide expeditious notice to the FTA and keep the FTA apprised of the progress and status of the protest and any appeal.
- 24.4.2 The protestant and every business that receives notice pursuant to this section will automatically be parties to any further proceedings before the central purchasing office. In addition, any other person or business may move to intervene at any time during the course of the proceedings. Intervention will be granted upon a showing of a substantial interest in the outcome of the proceedings. Interveners shall accept the status of the proceedings at the time of their intervention; in particular, they must abide by all prior rulings and accept all previously established time schedules. The central purchasing office and all employees thereof, are not parties to the proceedings.
- 24.4.3 The central purchasing office may take any action reasonably necessary to resolve a protest. Such actions include, but are not limited to, the following: a) issue a final written determination summarily dismissing the protest; b) obtain information from the staff of the central purchasing; c) require parties to produce for examination information or witnesses under their control; d) require parties to express their positions on any issues in the proceedings; e) require parties to submit legal briefs on any issues in the proceeding; f) establish procedural schedules; g) regulate the course of the proceedings and the conduct of any participants; h) receive, policy on, exclude or limit evidence; i) take official notice of any fact that is among the traditional matters of official or administrative notice; j) conduct hearings; and k) take any action reasonably necessary to compel discovery or control the conduct of parties or witnesses.
- 24.4.4 Protest Discovery. Upon written request of any party, or upon its own motion, the central purchasing office may require parties to comply with discovery requests.

24.5 *Protest Hearings.*

- 24.5.1 Hearings will be held only when the central purchasing determines that substantial material factual issues are present that cannot be resolved satisfactorily through an examination of written documents in the record. Any party may request a hearing, but such requests shall be deemed denied unless specifically granted.
- 24.5.2 Hearings, when held, should be as informal as practicable under the circumstances, but the central purchasing office has absolute discretion in establishing the degree of formality for any particular hearing. In no event is the central purchasing office required to adhere to formal policies of evidence or procedure.

24.6 *Resolution.*

- 24.6.1 The central purchasing office shall promptly issue a written determination relating to the protest. The determination shall a) state the reasons for the action taken; and b) inform the protestant of the right to judicial review of the determination pursuant to Section 13-1-183 NMSA 1978.
- 24.6.2 A copy of the written determination shall be sent immediately by certified mail, return receipt requested, to each of the parties.

24.7 *Relief.*

- 24.7.1 Prior to award. If, prior to award, the central purchasing office makes a written determination that a solicitation or proposed award of a contract is in violation of law, then the solicitation or proposed award shall be canceled.

24.7.2 After award.

- a) No fraud or bad faith. If, after an award, the central purchasing office makes a written determination that a solicitation or award of a contract is in violation of law and that the business awarded the contract has not acted fraudulently or in bad faith: a) the contract may be ratified, affirmed or revised to comply with law, provided that a written determination is made that doing so is in the best interest of the state; or b) the contract may be terminated, and the business awarded the contract shall be compensated for the actual expenses reasonably incurred under the contract plus a reasonable profit prior to termination.
- b) Fraud or bad faith. If, after an award, the central purchasing office makes a written determination that a solicitation or award of a contract is in violation of law and that the business awarded the contract has acted fraudulently or in bad faith, the contract shall be canceled.
- c) Relief not allowed. Except as provided in subsection 24.7.2(a), the central purchasing office shall not award money damages or attorneys' fees.

24.8 *Motion for Reconsideration.*

- 24.8.1 Motion. A motion for reconsideration of a written determination issued pursuant to subsection 24.6 of this policy may be filed by any party or by any contractor or subgrantee involved in the procurement. The motion for reconsideration shall contain a detailed statement of the factual and legal grounds upon which reversal or modification of the determination is deemed warranted, specifying any errors of law made, or information not previously considered.
- 24.8.2 When to file. A motion for reconsideration shall be filed not later than seven calendar days after receipt of the written determination.
- 24.8.3 Response to motion. The central purchasing office shall promptly issue a written response to the motion for reconsideration. A copy of the written response shall be sent immediately by certified mail, return receipt requested, to each of the parties.

24.9 *Designee.*

- 24.9.1 Designation. At any point during a protest proceeding, the central purchasing office may appoint a designee as defined in Section 13-1-51 NMSA 1978 to

preside over the proceeding. The designee will have all of the powers described in section 24 of this policy except the power to issue a written determination under subsection 24.6 of this policy. The designee only has authority to recommend a resolution to the central purchasing office under subsection 24.6 of this policy.

- 24.9.2 Who may be designated? Any person, other than the procurement officer, procurement manager or other person not directly involved in the procurement may serve as a designee.
- 24.9.3 Recommended written determination. A designee shall present a recommended written resolution to the central purchasing office and mail a copy to each of the parties. No party may appeal from the recommended resolution of the designee.
- 24.9.4 Action by RMRTD Chief Executive Director. The Chief Executive Director shall approve, disapprove or modify the recommended resolution of the designee in writing. Such approval, disapproval or modification shall be the written determination required by subsection 24.6 of this policy. Any party may file a motion for reconsideration of the written determination pursuant to section 24.8 of this policy.

24.10 *Final Determination.*

- 24.10.1 No motion for reconsideration. In those proceedings in which no motion for reconsideration is filed, the written determination issued pursuant to subsection 24.6 of this policy shall be the final determination for purposes of the time limits for seeking judicial review under Section 13-1-183 NMSA 1978.
- 24.10.2 Motion for reconsideration. In those proceedings in which a motion for reconsideration is filed, the written response to the motion issued pursuant to subsection 24.8 of this policy shall be the final determination for purposes of the time limits for seeking judicial review under Section 13-1-183 NMSA 1978.

24.11 *Copies of Communications.*

- 24.11.1 Copies to be provided to parties. Each party to a protest proceeding shall certify that it has provided every other party with copies of all documents or correspondence addressed or delivered to the central purchasing office.
- 24.11.2 Ex parte communications. No party shall submit to the central purchasing office, ex parte, any material, evidence, explanation, analysis, or advice, whether written or oral, regarding any matter at issue in a protest.
- 24.11.3 Counting Days. In computing any period of time prescribed in section 24 of this policy, the day of the event from which the designated period of time begins to run shall not be included, but the last day of the period shall be included unless it is a Saturday, a Sunday, or a legal holiday, in which event the period shall run to the end of the next business day.

- 25. **PROCUREMENT OVERSIGHT.** The RMRTD and its contractors or subgrantees shall conduct and document oversight to ensure compliance with the procurement standards established in applicable federal regulations, OMB circulars, the Code and this policy.

- 25.1 As referenced in Section 5 of this policy; when procurement involves the use of FTA funds, it is mandatory that you follow the 2025 RMRTD FTA PROCUREMENT HANDBOOK.
- 25.2 *Procurement system.* The RMRTD and its contractors or subgrantees shall maintain an administration system that ensures that contractors, subrecipients and vendors perform in accordance with the terms, conditions and specifications of their awards. Such system shall include the maintenance of records sufficient to detail the significant history of the procurement. These records shall include, but are not limited to, rationale for method of procurement, selection of agreement type, awardees selection or rejection, and the basis for the agreement price.
- 25.3 *Contract awards.* The RMRTD and its contractors or subgrantees shall adhere to applicable OMB circulars and the Code in selecting and awarding contracts, grants and subgrants.
26. **NONDISCRIMINATION.** Federal grant recipients, subrecipients, contractors and subcontractors shall comply with the nondiscrimination and equal opportunity provisions of the enabling Act, including Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; the Americans with Disabilities Act of 1990, and any amendments thereto; and all applicable requirements imposed pursuant to regulations implementing those laws. The applicable federal funding agency and the state administrative entity reserve the right to seek judicial enforcement of this assurance.
27. **RESTRICTIONS AND CERTIFICATIONS.** The RMRTD, its contractors and subgrantees shall comply with: the Drug-Free Workplace Act of 1998 (Pub L. 100-690, Title V, Sub Title D); Federal Restrictions on Lobbying (20 CFR 93.100); restrictions on the use of funds involving sectarian activities; and certification regarding debarment, suspension and voluntary exclusion-lower tier covered transactions (29 CFR 98, OMB Circular A-133, and Executive Order 12549); certification regarding conflict of interest; and tobacco-free certification, if applicable and RMRTD policy.
28. **UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND CONTRACTS.** Contractor shall comply with the appropriate Uniform Administrative Requirements for Grants and Contracts as promulgated in the Federal Common Rule, including but not limited to OMB circulars A-87, A-102, and A-122.
29. **NON-EXPENDABLE SUPPLIES AND PROPERTY.** Any nonexpendable supplies and property referred to as tangible personal property in this policy acquired using RMRTD funds and valued over \$5,000 is a fixed asset property of the RMRTD. Staff shall notify the Central Purchasing office when authorized items over \$5,000 are purchased and received so the item can properly be tagged and inventoried.
30. **SALE OR LEASE OF REAL PROPERTY.** The selling or leasing of real property; and the sale, exchange and gift of property is governed by other statutory requirements and *not* by the Code or this policy.
31. **RECORDS RETENTION.** The central purchasing office, including a contractor or subgrantee, shall be responsible for retention of all procurement records. The records shall be retained for a period of a minimum of 3 years from the date of final payment under the contract/subgrant. Records shall be retained beyond the 3 year period if audit findings have not been resolved, an independent audit is pending completion, or if requested by the state administrative entity or applicable funding authority or required for pending litigation. In such cases, records shall be retained until such audit findings or litigation is resolved.

32. **USED ITEMS.** As defined in Section 13-1-155 NMSA 1978, a central purchasing office, when procuring *used* items of tangible personal property the estimated cost of which exceeds the dollar amount specified in that section, shall request bids as though the items were new, adding specifications that permit used items under conditions to be outlined in the bid specifications, including but not limited to:

a) Requiring a written warranty for at least ninety days after date of delivery, and

b) An independent "certificate of working order" by a qualified mechanic or appraiser.

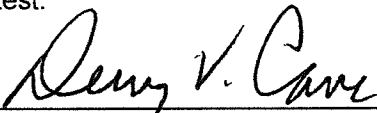
32.1 Trade-in or exchange of used items. As defined in Section 13-1-156 NMSA 1978, a central purchasing office, when *trading in or exchanging used* items of tangible personal property the estimated value of which exceeds the dollar amount specified in that Section as part-payment on the procurement of new items of tangible personal property, shall:

32.1.1 Have an *independent* appraisal made of the items to be traded in or exchanged. The appraisal shall be in writing, shall be made part of the procurement file and shall be a public record. The invitation for bids or request for proposals shall contain notice to prospective bidders or offerors of the description and specifications of the items to be traded in or exchanged, the appraised value of the items to be traded in or exchanged and the location where the items to be traded in or exchanged may be inspected; or

32.1.2 Have two written quotes for purchase of the property at a specified price: a) award shall be based upon the net bid. Bidders or offerors shall compute their net bid or offer by deducting the appraised value or highest quote of the items to be traded in or exchanged from the gross bid or offer on the new items of tangible personal property to be procured; b) if an amount offered in trade is less than the appraised value or the highest quote but is found to be a fair reflection of the current market, representative of the condition of the items of tangible personal property and in the best interest of the agency, the bid or offer may be accepted; and c) documentation of the terms of acceptance shall be in writing, shall be made a part of the procurement file and shall be a public record.

PASSED, APPROVED AND ADOPTED AS REVISED this 22 day of 2025.

Attest:


Dewey V. Cave, Executive Director



RIO METRO
REGIONAL TRANSIT DISTRICT

FTA PROCUREMENT HANDBOOK

SEPTEMBER 22, 2025

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1.0 INTRODUCTION

These procedures supplement the Rio Metro Regional Transit District (RMRTD) Procurement Policy, as approved by the RMRTD Board of Directors, and which may be updated or modified by the Executive Director. The State of New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA, 1978 provides the authority for the statutory regulations embodied in the Procurement Policy. As a designated recipient of Federal Transit Administration (FTA) assistance, these procedures supplement the requirements detailed in the Procurement Policy and apply to all FTA assisted contracts and purchases which are not otherwise exempt as specified in the Procurement Policy. FTA Circular 4220, *Third Party Contracting Guidance*, embodies most federal transit laws codified at 49 USC Chapter 53, and serves as the basis for the development of this Procurement Procedures Handbook.

2.0 FULL AND OPEN COMPETITION

2.1 Requirement. Pursuant to 49 U.S.C. § 5325(a) and FTA Circular 4220.1F, Chapter VI, §1, all federally assisted procurement transactions are to be conducted in a manner intended to maximize full and open competition. In implementing this standard, procurement staff members thoroughly investigate the availability of potential vendors for all procurements.

2.2 Advertisement. At a minimum, each solicitation priced above the small purchase threshold shall be advertised in local, and, as appropriate, regional, national and trade publications. The advertisements shall provide the solicitation number and title, the date of any pre-bid or pre-proposal conference, and the date and time for receipt of responses to the solicitation.

2.3 Suggested Vendors. Known vendors on the “Suggested Vendor List” shall be emailed information regarding the solicitation.

2.4 Website Posting. Each competitive solicitation above the small purchase threshold shall be posted on the RMRTD website and made available for downloading.

2.5 Notification Period. Advertisements and notices shall be issued at the beginning of the solicitation period or as soon thereafter as practicable (e.g. to accommodate the advertising schedules of publications).

2.6 Prequalification. RMRTD shall ensure that all prequalification lists are current and includes adequate qualified sources to provide maximum full and open competition. (4 & 7) RMRTD may not use qualification basis procurement for construction solicitations.

2.6.1 RMRTD will permit potential bidders or offerors to qualify during the solicitation period (from issuance to closing date). (4 & 7)

2.7 Restrictive Specifications Prohibited. FTA Circular 4220.1F, Chapter VI, §2a(4) requires that in order to ensure full and open competition, the organization's procurement process specifically prohibits restrictive specifications, including but not limited to, requiring name brand only specifications, geographical preferences, excessive bonding as well as disproportionate qualifications. The solicitation and the contract awarded will include a clear and accurate description of the recipient's technical requirements for the property or services to be acquired. (24)

2.7.1 Name Brand. The RMRTD procurement process does not permit specifying only a "brand name" product without allowing offers of "an equal" product, or allowing "an equal" product without listing the salient characteristics that the "equal" product must meet to be acceptable for award.

2.7.2 Geographical Preference. Procurement transactions using federal funds shall be conducted in a manner that prohibits the use of in-state or local geographical preferences in the solicitation and evaluation of bids or proposals, except in those cases where applicable federal statutes or regulations expressly mandate or permit geographic preference. This requirement does not exempt contractors from state or local licensing laws. Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided such application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

2.7.3 Excessive Bonding. Excessive bonding is not permissible and RMRTD procurements shall adhere to FTA requirements, which differ between construction and non-construction projects as follows:

2.7.3.1 Construction. Bid, performance and payment bonds for construction-related procurements are required if federal funds are involved. FTA requires for all construction contracts in excess of the federal small purchase threshold (currently \$100,000) that the contractor provide a bid bond equal to 5% of the bid amount; a performance bond for 100% of the contract price; and a payment bond equal to 50% of contracts not more than \$1 million; 40% of contracts over \$1 million but not more than \$5 million; and a flat amount of \$2.5 million if the contract value is more than \$5 million.

2.7.3.2 Non-Construction. For non-construction contracts, bonding requirements are discouraged except where applicable law or regulation provides for such bonding, or the RMRTD determines that such a requirement is necessary as part of the overall risk management plan for a project. The types and amounts of bonds should be determined by agreement among the Contract Administrator, the Project Manager, and the Risk Manager. In making such determination, consideration should be given to the additional project costs to be expected, and the potential effect of limiting the vendor pool.

2.8 Revenue Contracts. A revenue contract is a contract in which the recipient or subrecipient provides access to public transportation assets for the primary purpose of either producing revenues in connection with an activity related to public transportation, or creating business opportunities with the use of FTA assisted property. The recipient has broad latitude in determining the extent and type of competition appropriate for a particular revenue contract.

Nevertheless, to ensure fair and equal access to FTA assisted property and to maximize revenue derived from such property, the recipient should conduct its revenue contracting as follows:

- (a) Limited Contract Opportunities. If there are several potential competitors for a limited opportunity (such as advertising space on the side of a bus), then the recipient should use a competitive process to permit interested parties an equal chance to obtain that limited opportunity.
- (b) Open Contract Opportunities. If, however, one party seeks access to a public transportation asset (such as a utility that might seek cable access in a subway system), and the recipient is willing and able to provide contracts or licenses to other parties similarly situated (since there is room for a substantial number of such cables without interfering with transit operations), then competition would not be necessary because the opportunity to obtain contracts or licenses is open to all similar parties. (69)

3.0 METHODS OF PROCUREMENT

3.1 FTA Circular 4220.1F, Chapter VI, §3 states that the recipient should use competitive procedure(s) appropriate for the acquisition undertaken. The procedures used must comply with State and local laws as well as with Federal requirements. Federal restrictions vary with the type of procurement method used. The following are examples based on federal requirements.

3.2 Procurement Procedures, RMRTD will ensure that all competitive bids are publically advertised and include all evaluation factors and their relative importance are specified in the solicitation. A specific method is established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror. An award will be made to the responsible offeror whose proposal is most advantageous to RMRTD with price and other factors considered. (36,37)

3.3 Procurement Procedures, RMRTD utilizes the Method of Procurement Decision Matrix Form (form on file) in order to document the rationale and determination of the method of procurement and selection of contract type.

3.4 Procurement Procedures for Qualifications Based Procurements (A&E Services) The following procedures will apply to qualification-based procurements. A. The offerors qualifications are evaluated to determine contract award. B. Price is excluded as an evaluation factor. C. Negotiations are first conducted with only the most qualified offeror, then in descending order with additional qualified offerors if no contract is awarded. (52, 51)

3.5 Procurement by micro purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, purchasers shall distribute micro-purchases equitably among qualified suppliers. Purchases may be awarded without soliciting competitive quotations if the price is considered

reasonable. (To be considered reasonable, purchaser shall research qualified suppliers on at least an annual basis. The research must be documented and maintained in the vendor file. Under no circumstance should the procurement size be reduced or divided to avoid additional procurement requirements. (20, 21, 22)

3.6 Procurement by small purchases. Small purchases are those relatively simple and informal procurement methods for securing services, supplies or other property that do not cost more than the lesser of the State Procurement Code Threshold or the Federal Simplified Acquisition Threshold. (The simplified acquisition threshold is set by the Federal Acquisition 41 U.S.C. Section 403 (11). If small purchase procedures are used, price or rate quotations must be obtained from a minimum of three (3) qualified sources. (Qualified source is a vendor that meets purchasers' specifications). Quotations received must be documented, regardless of the method to obtain prices/rates, i.e. telephone, email, etc. Under no circumstance should the procurement size be reduced or divided to avoid additional procurement requirements. (23)

3.7 Sealed Bids. The RMRTD will utilize sealed bids as a preferred procurement method for acquiring property, construction and other services when precise specifications are available and two or more responsible bidders are willing to compete for the business. The procurements should lead to a firm fixed price contract where the bidder can be selected on the basis of price and those price related factors listed in the solicitation. Any and all bids may be rejected if there is a sound documented business reason. Discussions with bidders after the bids have been submitted are not expected since the award will be based on price and price-related factors alone. (25, 26, 27, 28, 34, 35)

3.8 Competitive Proposals (RFP) RMRTD will use competitive proposals when any of the following circumstances are present: a) Type of Specifications. The property or services to be acquired are described in a performance or functional specification; or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing the contract award on factors other than price alone are present, b) Uncertain number of sources. Uncertainty about whether more than one bid will be submitted in response to an invitation, c) Price alone not determinative. Due to the nature of the procurements contract award need not be based exclusively on price or price related factors.

3.9 Design Bid Build Procurements. RMRTD will use qualifications-based procurement procedures, in compliance with applicable Federal, State and local law and regulations. RMRTD will use a competitive procedure such as sealed bids, or competitive negotiation procurements methods for the actual construction, alteration or repair of real property. (65)

(a) Design Build. The design-build procurement method consists of contracting for design and construction simultaneously with contract award to a single contractor, consortium, joint venture, team, or partnership that will be responsible for both the project's design and construction. FTA's enabling legislation expressly authorizes the use of FTA capital assistance to support design-build projects "after the recipient complies with Government requirements," 49 U.S.C. Section 5325(d) (2).

3.10 Procurement Method Determined by Value. RMRTD will separate the various contract activities to be undertaken and classify them as design or construction, and then calculate the estimated total value of each, in order to use the procurement method appropriate for the services having the greatest cost, even though other necessary services would not typically be procured by that method.

3.10.1 Construction Predominant. The construction costs of a design-build project are usually predominant so that the recipient would be expected to use competitive negotiations or sealed bids for the entire procurement rather than the qualification-based "Brooks Act" procurement procedures. Specifically, when construction costs will be predominant, unless FTA determines otherwise in writing, an FTA recipient may not use qualifications-based procurement procedures to acquire architectural engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural and engineering, surveying, mapping, or related A&E services unless required by State law adopted before August 10, 2005.

3.10.2 Design Services Predominant. In the less usual circumstance in which the cost of most work to be performed will consist of costs for architectural and engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural engineering, surveying, mapping, or related A&E services, RMRTD will use qualifications-based procurement procedures based on the "Brooks Act," 40 U.S.C. Sections 1101 through 1104, as described in subsection 3.e of this Chapter.

3.11 Selection Processes. The recipient may structure its design-build procurement using one or more steps as described below:

(a) One-Step Method. The recipient may undertake its design-build procurement in a single step.

(b) Two-Step Method. Another procurement method the recipient may use for large design-build projects is a two-step selection process as authorized for Federal Government use by 41 U.S.C. Section 253m. This method consists of:

Review of Technical Qualifications and Approach. The first step is a review of the prospective contractors' technical qualifications and technical approach to the project. RMRTD may then narrow the competitive range to those prospective contractors with satisfactory qualifications that demonstrate a technically satisfactory approach.

Review of Complete Proposals. The second step consists of soliciting and reviewing complete proposals, including price, submitted by prospective contractors first determined to be qualified. (Cost Analysis shall be performed and documented in file).

By using this two-step method, it will not be necessary for the recipient to undertake extensive proposal reviews, nor will prospective offerors need to engage in expensive proposal drafting. This two-step selection procedure is separate and distinct from prequalification and is but one procurement method available to the recipient. (65, 66)

3.12 Cost Analysis And Price Analysis. The Common Grant Rules requires the recipient to perform a cost analysis or price analysis in connection with every procurement action, including contract modifications. The method and degree of analysis depends on the facts and circumstances surrounding each procurement, but as a starting point, the recipient must make independent estimates before receiving bids or proposals. (Cost Analysis shall be performed and documented in file).

- (1) Cost Analysis. The recipient must obtain a cost analysis when a price analysis will not provide sufficient information to determine the reasonableness of the contract cost. The recipient must obtain a cost analysis when the offeror submits elements (that is, labor hours, overhead, materials, and so forth) of the estimated cost, (such as professional consulting and A&E contracts, and so forth). The recipient is also expected to obtain a cost analysis when price competition is inadequate, when only a sole source is available, even if the procurement is a contract modification, or in the event of a change order. The recipient, however, need not obtain a cost analysis if it can justify price reasonableness of the proposed contract based on a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. Governmental Entities. OMB Guidance for Grants and Agreements, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)," 2 CFR Part 225, applies to project costs incurred by a recipient that is a State, local, or Indian tribal government.(39, 68) (39)
- (2) Qualifications-Based Requirements. For projects related to or leading to construction, an FTA recipient must use the qualifications-based procurement procedures of 40 U.S.C. Chapter 11 ("Brooks Act" procedures) when contracting for A&E services and other services described in 49 U.S.C. Section 5325(b), which include program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, or related services.
- (3) Relation to Construction. The nature of the services to be performed and its relationship to construction, not the nature of the prospective contractor, determines whether qualifications-based procurement procedures may be used.
 - (a) Purpose of Services. FTA has long administered the requirement for using qualifications-based procurement procedures for selection of contractors that perform A&E services, generally associated with the construction, alteration, or repair of real property. FTA interprets 49 U.S.C. Section 5325(b) to authorize the use of qualifications-based procurement procedures only for

those services that directly support or are directly connected or related to construction, alteration, or repair of real property. FTA's interpretation of 49 U.S.C. Section 5325(b) is consistent with typical Federal policies implementing the "Brooks Act," 40 U.S.C. Section 1102, which limits qualifications-based procurement procedures to research, planning, development, design, construction, alteration, or repair of real property. Thus if services, such as program management, feasibility studies, or mapping, are not directly in support of, directly connected to, or directly related to, or lead to construction, alteration, or repair of real property, then the recipient may not use qualifications-based procurement procedures to select the contractor that will perform those services. (64)

3.13 Retainer Contracts. Making a noncompetitive award to any person or firm on a retainer contract with the recipient if that award is not for the property or services specified for delivery under the retainer contract.

- (1) Advance Payments. Advance payments are payments made to a contractor before the contractor incurs contract costs. The recipient may use its local share funds for advance payments. However, if there is no automatic pre-award authority for its project, then advance payments made with local share funds before FTA assistance has been awarded, or before a letter of no prejudice has been issued or other pre-award authority has been provided, or before FTA approval for the specific advance payment has been obtained, are ineligible for reimbursement. The following principles and restrictions apply:

- a Use of FTA Assistance Prohibited. The recipient may not use FTA assistance to make payments to a third party contractor before the contractor has incurred the costs for which the payments would be attributable.
- b Exceptions for Sound Business Reasons. Apart from advance payments that are customary, as discussed further, FTA does occasionally make exceptions to its advance payment prohibitions, if the recipient can provide sound business reasons for doing so and has obtained FTA's advance written concurrence. A recipient that seeks to use FTA assistance to support advance payments should contact the regional office administering its project to obtain FTA concurrence.
- c Adequate Security for Advance Payments. FTA recognizes that advance payments may be needed for certain costs supported by sound business judgment. Adequate security for the advance payment is an essential pre-condition to FTA's concurrence in the use of FTA or local share funds.
- d Customary Advance Payments. FTA recognizes that advance payments are typically required for, but are not limited to, public utility connections and services, rent, tuition, insurance premiums, subscriptions to publications, software licenses, construction mobilization costs, transportation, hotel reservations, and conference and convention registrations. Accordingly, the recipient may use

FTA assistance to support or reimburse the costs of such acquisitions. FTA concurrence is required only when such advance payment or payments customarily required in the marketplace exceed \$100,000.

In summary, if there are sound business reasons justifying the advance payment and adequate security for the payment, FTA will generally concur in a written request for an exception. (45)

3.14 PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT Section 889

Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not:

(a) provide “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or

(b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

3.15 NOTIFICATION TO FEDERAL TRANSIT ADMINISTRATION (FTA) and U.S. DOT Inspector General

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§180.220 and 1200.220.

a) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

c) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this

Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

3.16 SEAT BELT USE

The Subrecipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the- job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

3.17 SAFE OPERATON of MOTOR VEHICLES

(1) The Subrecipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving Safety. The Subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Subrecipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award; Recipient Size. The Subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(2.) Extension of Provision. The Subrecipient agrees to encourage its contractors to comply with this Special Provision and include this Special Provision in each third-party contract at each tier supported with federal assistance.

3.18 Notice of Buy America Provision:

When a contract for rolling stock, steel, iron, or manufactured products is estimated to exceed \$100,000, 49 C.F.R. 661.13 requires that the solicitation include "an appropriate notice of the Buy America provision."

Buy America Provision

This solicitation and the resulting contract are subject to the Buy America requirements of 49 U.S.C. §5323(j) and the Federal Transit Administration's implementing regulations found at 49 C.F.R. Part 661. These regulations require, as a matter of responsiveness, that the bidder or offeror submit with its offer a completed certification in accordance with Part 661.6 or 661.12, as appropriate. These certifications are set forth in this solicitation at [identify where the certifications are].

Certification Requirements

49 C.F.R. 661.13(b) requires that you include in your solicitation a requirement, as a condition of responsiveness, that the bidder or offeror submit with the bid or offer a completed Buy America certificate in accordance with Part 661.6 for steel, iron, and manufactured products, or Part 661.12, for rolling stock (including train control, traction power, and communication equipment).

In a sealed bid, the bidder is bound by its certification and cannot change it after bid opening, except as provided for clerical error. If the bidder does not submit a signed certification with the bid, submits the wrong certification of compliance, or certifies both compliance and non-compliance, that bid is non-responsive and cannot be considered. Except as discussed below for clerical error, you cannot go back and ask, in a competitive sealed bidding procurement, for the bidder to complete the certification and submit it after bids are opened.

In competitive negotiated procurements (i.e., requests for proposals), certifications submitted as part of an initial proposal may be superseded by subsequent certifications submitted with revised proposals, and the certification submitted with the offeror's final revised proposal (or best and final offer) will control. However, where the grantee awards on the basis of initial proposals without discussion, the certification submitted with the initial proposal will control.

The certification requirement for procuring steel, iron, or manufactured products is at 49 C.F.R. Part 661.6. This certification language refers to sections of the Surface Transportation Assistance Act of 1982 (steel and manufactured products) and not to the most recent version of the statute, found in 49 U.S.C. 5323(j) (steel, iron, and manufactured products). The certification language in Appendix A.1, "Federally Required Model Clauses" accurately references the correct statutory provision. You should use this until the FTA publishes technical

corrections to this C.F.R. section. The bidder or offeror has a choice of two certifications to complete, either:

- it will comply with 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5; or
- it cannot comply with 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but may qualify for an exception under 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

§661.6 Certification requirements for procurement of steel or manufactured products.

If steel, iron, or manufactured products (as defined in §§661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in §661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: _____
Signature: _____
Company: _____
Name: _____
Title: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____
Signature: _____
Company: _____
Name: _____
Title: _____

Waiver Requirements: If a bidder or offeror executes the certification indicating that it cannot comply but may qualify for an exception, you must review the circumstances to determine if you should request a waiver from FTA. If you do not request a waiver or you request it and it is denied, you must award to a compliant bidder or offeror if you plan to use federal funds. The Buy America requirements may be waived in three specific instances:

- If the requirements are inconsistent with public interest - Unless a general exception is set out in the Appendix to Part 661.7 of the regulation, this waiver requires a determination by the FTA Administrator, on a case-by-case basis, that to require compliance is "inconsistent with the public interest." 49 U.S.C. 5323(j)(2)(A) and 49

C.F.R. 661.7(b).

- If the materials are not available in from the U.S. - This waiver requires a determination by the FTA Regional Administrator that the materials for which a waiver is requested are not produced in the U.S. in sufficient and reasonably available quantities and of a satisfactory quality. If no responsive and responsible bid is received offering an item produced in the U.S., it will be presumed the conditions exist to grant this non-availability waiver. In the case of a sole source procurement, the waiver will be granted only if the grantee provides sufficient information which indicates that the item to be procured is only available from a single source or that the item to be procured is not produced in sufficient and reasonably available quantities of a satisfactory quality in the U.S. 49 U.S.C. 5323(j)(2)(B) and 49 C.F.R. 661.7(c).
- If the cost of the domestic product is more than 25 percent higher than the foreign product - This waiver requires a determination by the FTA Regional Administrator that including a domestic item or domestic material will increase the cost of the contract between the grantee and its supplier of that item or material by more than 25 percent. This waiver cannot be applied to components or subcomponents. 49 U.S.C. 5323(j)(2)(D) and 49 C.F.R. 661.7(d).
- General waivers - Appendix A to Part 661.7 lists specific waivers for which applications are not necessary. This list includes all waivers published in 48 C.F.R. 25.104, ¹ Chrysler vans, microcomputers and small purchases under \$100,000. A general waiver has also been granted under the rolling stock requirements of Part 661.11 at Appendix A. Under this waiver, the provisions of this section do not apply when foreign source spare parts for buses and other rolling stock whose total cost is 10 percent or less of the overall project contract cost are being procured as part of the same contract for the major capital item. If the product offered qualifies for a permanent discussed here, the bidder or offeror should certify compliance with Buy America.

PART 663—PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

§663.1 Purpose.

This part implements section 12(j) of the Federal Mass Transit Act of 1964, as amended, which was added by section 319 of the 1987 Surface Transportation and Uniform Relocation Assistance Act (Pub. L. 100-17). Section 12(j) requires the Federal Transit Administration, by delegation from the Secretary of Transportation, to issue regulations requiring pre-award and post-delivery audits when a recipient of Federal financial assistance purchases rolling stock with funds made available under the Federal Mass Transit Act, as amended.

§663.3 Scope.

This part applies to a recipient purchasing rolling stock to carry passengers in revenue service with funds made available under sections 3, 9, 18, and 16(b)(2) of the Federal Mass

Transit Act, as amended; 23 U.S.C. 103(e)(4); and section 14 of the National Capital Transportation Act of 1969, as amended.

§663.5 Definitions. As used in this part—

(a) Pre-award means that period in the procurement process before the recipient enters into a formal contract with the supplier.

(b) Post-delivery means the time period in the procurement process from when the rolling stock is delivered to the recipient until title to the rolling stock is transferred to the recipient or the rolling stock is put into revenue service, whichever is first.

(c) Recipient means a recipient of Federal financial assistance from FTA.

(d) Revenue service means operation of rolling stock for transportation of fare-paying passengers as anticipated by the recipient.

(e) Rolling stock means buses, vans, cars, railcars, locomotives, trolley cars and buses, ferry boats, and vehicles used for guideways and incline planes.

(f) Audit means a review resulting in a report containing the necessary certifications of compliance with Buy America standards, purchaser's requirements specifications, and, where appropriate, a manufacturer's certification of compliance with or inapplicability of the Federal Motor Vehicle Safety Standards, required by section 319 of STURAA and this part.

(g) FTA means the Federal Transit Administration.

§663.7 Certification of compliance to FTA.

A recipient purchasing revenue service rolling stock with funds obligated by FTA on or after October 24, 1991, must certify to FTA that it will conduct or cause to be conducted pre-award and post-delivery audits as prescribed in this part. In addition, such a recipient must maintain on file the certifications required under subparts B, C, and D of this part.

§663.9 Audit limitations.

(a) An audit under this part is limited to verifying compliance with

(1) Applicable Buy America requirements [section 165 of the Surface Transportation Assistance Act of 1982, as amended,]; and

(2) Solicitation specification requirements of the recipient.

(b) An audit under this part includes, where appropriate, a copy of a manufacturer's self certification information that the vehicle complies with Federal Motor Vehicle Safety Standards or a certification that such standards are inapplicable.

(c) An audit conducted under this part is separate from the single annual audit requirement established by Office of Management and Budget Circular A-128, "Audits of State and Local Governments," dated May 16, 1985.

§663.11 Audit financing.

A recipient purchasing revenue rolling stock with FTA funds may charge the cost of activities required by this part to the grant which FTA made for such purchase.

§663.13 Buy America requirements.

A Buy America certification under this part shall be issued in addition to any certification which may be required by part 661 of this title. Nothing in this part precludes FTA from conducting a Buy America investigation under part 661 of this title.

§663.15 Compliance.

A recipient subject to this part shall comply with all applicable requirements of this part. Such compliance is a condition of receiving Federal financial assistance from FTA. A recipient determined not to be in compliance with this part will be subject to the immediate suspension, withholding, or repayment of Federal financial assistance from FTA or other appropriate actions unless and until it comes into compliance with this part.

Subpart B—Pre-Award Audits

§663.21 Pre-award audit requirements.

A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

§663.23 Description of pre-award audit.

A pre-award audit under this part includes—

- (a) A Buy America certification as described in §663.25 of this part;
- (b) A purchaser's requirements certification as described in §663.27 of this part; and
- (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.

§663.25 Pre-award Buy America certification.

For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that—

(a) There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or

(b) The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer 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.

§663.27 Pre-award purchaser's requirements certification.

For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that—

(a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

(b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

Subpart C—Post-Delivery Audits

§663.31 Post-delivery audit requirements.

A recipient purchasing revenue service rolling stock with FTA funds must ensure that a post-delivery audit under this part is complete before title to the rolling stock is transferred to the recipient.

§663.33 Description of post-delivery audit.

A post-delivery audit under this part includes—

(a) A post-delivery Buy America certification as described in §663.35 of this part;

(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; and

(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.

§663.35 Post-delivery Buy America certification.

For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—

(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or

(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists—

(1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and

(2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.

§663.37 Post-delivery purchaser's requirements certification.

For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—

(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall—

(1) Provide accurate records of all vehicle construction activities; and

(2) Address how the construction and operation of the vehicles fulfills the contract specifications.

(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.

(c) For procurements of:

(1) Ten or fewer buses; or

(2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or

(3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.

[56 FR 48395, Sept. 24, 1991, as amended at 71 FR 14118, Mar. 21, 2006]

§663.39 Post-delivery audit review.

(a) If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law.

(b) This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period of time.

Subpart D—Certification of Compliance With or Inapplicability of Federal Motor Vehicle Safety Standards

§663.41 Certification of compliance with Federal motor vehicle safety standards.

If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.

§663.43 Certification that Federal motor vehicle standards do not apply.

(a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.

(b) This subpart shall not apply to rolling stock that is not a motor vehicle.

4.0 STANDARD OF CONDUCT

4.1 Requirement. Standard of conduct for employees are promulgated by local and federal regulations, administrative actions and policies.

4.2 Applicability. Standard of conduct applies to all procurement actions undertaken.

4.3 Local Standards. The RMRTD maintains and enforces a written code of conduct as specified its Personnel Policies. The standards of conduct relating to all employee activities, including those conducting procurements, include:

4.3.1 Financial Interest. No employee shall acquire a financial interest at a time when he or she believes or has reason to believe that his or her official act will directly affect the interest.

Employees shall disqualify themselves from participating in any official act directly affecting a business in which they have a financial interest.

4.3.2 Private Gain. No employee shall use confidential information acquired by virtue of his or her employment for his or her or another's private gain.

4.3.3 Enforcement. Violation of the provisions of this section by any employee is grounds for disciplinary action including dismissal.

4.4 Federal Standards. FTA Circular 4220.1F, Chapter III, §1, also requires public transit agencies who are involved in the award or administration of contracts involving federal funds to develop written standards of conduct which include:

4.4.1 Conflict of Interest. No employee, officer, agent, or board member, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing individuals may participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of those individuals previously listed has a financial or other interest in the firm selected for award.

4.4.2 Gifts/Gratuities. Officers, employees, agents, or board members may neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts; an FTA- funded agency such as HRT has set minimum rules for acceptance of gifts.

5 CONFLICT OF INTEREST

5.1 Requirement. The RMRTD procurement process also requires conflict of interest, fair dealing and ethical behavior assurances by all contractors.

5.2 Applicability. Conflict of interest standards apply to all procurement actions.

5.3 Unfair Interest. As a condition of a Contract, the Contractor shall furnish the RMRTD with a Campaign Contribution Disclosure form. The Contractor shall disclose whether any member of the RMRTD Board of Directors, officer or employee of RMRTD has or hereafter acquires any direct, indirect, legal, or beneficial interest in the Contractor or in any contract, lease, or agreement between the RMRTD and the Contractor, or in any franchise, concession, right, or privilege of any nature granted by the RMRTD to the Contractor in this Contract or otherwise.

5.4 Fair Dealing. The Contractor covenants and warrants that the only person or firm interested in this Contract as principal (or principals) are named in this Contract and that no other person or firm has any interest in this Contract, and this Contract is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud and in good faith. The Contractor also covenants and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Contract, shall be, offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the RMRTD with a view toward securing this Contract or for securing more favorable treatment with respect to making any determinations with respect to performing this Contract.

1. Organizational Conflicts of Interest. Engaging in practices that result in organizational conflicts of interest as prohibited by the Common Grant Rules:
 - a Occurrence. An organizational conflict of interest occurs when any of the following circumstances arise:
 - b Lack of Impartiality or Impaired Objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.
 - c Unequal Access to Information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
 - d Biased Ground Rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.
2. Remedies. FTA expects the recipient to analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award. (11)
 - a. Arbitrary Action. RMRTD will not take any arbitrary action in the procurement process. (12)

6.0 DEFINED CONTRACT PERIOD

6.1 Requirement. All contracts must specify a contract period of performance, either in the form of delivery schedules for contract deliverables such as commodities, or a specific end date for service contracts.

6.2 Contract Length. The maximum period of contract performance is specified in Section 13-1-150 NMSA, 1978 as follows:

6.2.1 Goods/Construction Less Than \$25,000. A multi-term contract for items of tangible personal property, construction or services except for professional services, in an amount under twenty-five thousand dollars (\$25,000), may be entered into for any period of time deemed to be in the best interests of the state agency or a local public body not to exceed four (4) years.

6.2.2 Goods/Construction \$25,000 or More. If the amount of the contract is twenty-five thousand dollars (\$25,000) or more, the term shall not exceed eight (8) years, including all extensions and renewals.

6.2.3 Professional Services. A contract for general professional services may not exceed four (4) years.

6.3 Special Restrictions. For rolling stock and replacement parts, the contract period shall not exceed five (5) years, inclusive of options, as defined in FTA Circular 4220.1F and 49 U.S.C. §5325(e)(1).

7.0 CIVIL RIGHTS

7.1 Requirement. In conformity with FTA's Title VI Circular, 4702.1B, it is the policy of the RMRTD that 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 or other implementing regulations that FTA may issue.

7.2 Applicability. The RMRTD takes positive actions to ensure civil rights protections through the following contractual requirements specified in all procurements and awarded contracts above the small purchase threshold:

7.2.1 Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 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 or other implementing regulations that FTA may issue.

7.2.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Agreement:

7.2.3 Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 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 CFR. 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 USC. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies undertaken in the course of the Project.

7.2.4 Affirmative Action. 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 Federal implementing requirements.

7.2.5 Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and Federal transit law at 49 USC § 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 further Federal implementing requirements.

7.2.6 Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC § 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 CFR. Part 1630, pertaining to employment of persons with disabilities.

7.2.7 Subcontracts. 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.

- 1 Veterans Employment. Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.(57)

8.0 DISADVANTAGED BUSINESS ENTERPRISES

8.1 Requirement. It is the policy of the RMRTD that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR. Part 26, shall have an opportunity to participate in awards of its contracts and subcontracts.

8.2 Applicability. The RMRTD takes positive actions to ensure utilization of DBEs through the following contractual requirements specified in all procurements above the small purchase threshold:

8.2.1 Discrimination Prohibited. 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 USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as deemed appropriate. Each subcontract that the Contractor signs with must include the assurance in this paragraph (see 49 CFR 26.13(b)).

8.2.2 Prompt Payment. The Contractor agrees to pay each subcontractor under the Contract for satisfactory performance no later than thirty (30) days from the receipt of each payment the Contractor receives from the RMRTD. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the RMRTD. This clause applies to both DBE and non-DBE subcontracts.

8.2.3 Retainage. If applicable, the Contractor is required to pay all retainage owed to each subcontractor for satisfactory completion of accepted work within thirty (30) days from the receipt of each payment the contractor receives from the RMRTD. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the RMRTD. This clause applies to both DBE and non-DBE subcontracts.

8.2.4 Access to Records. Upon written request from the RMRTD, the Contractor will provide a report of DBE participation obtained through race-neutral means throughout the period of the Contract.

9.0 LIQUIDATED DAMAGES

9.1 Risk Management. The RMRTD shall determine whether to use or not to use a liquidated damages provision for a specific procurement, as part of an overall risk management program and within the requirements established in FTA Circular 4220.1F, Chapter IV, §2b(6)(b)1. The primary consideration in this determination is whether or not the RMRTD will incur a calculable economic loss should the work not be completed in a timely manner.

9.2 Calculation. The amount of liquidated damages must be reasonably calculated to reflect anticipated economic damages that the RMRTD might suffer as the result of an inadequacy or delay in contract performance. Such damages must be of a type that would not be readily calculated in advance of the solicitation, or which cannot be addressed by other reasonable risk management measures. In determining the amount of liquidated damages, consideration must be given to the potential cost impact on the procurement, and on the potential for limiting competition.

9.3 Solicitation Requirements. If it is determined that a liquidated damages provision will be included, the solicitation shall identify with specificity the circumstances in which the liquidated damages will be imposed and the rate to be charged. The file shall document the derivation of the rate of assessment and ensure it is reasonable, proper and not arbitrary or punitive.

9.4 Disposition of Recovered Amounts. All liquidated damages recovered under an FTA funded contract will be credited to the project unless FTA agrees otherwise. Liquidated damages on a non-FTA funded project may be applied as the RMRTD may determine to be in its best interests.

10.0 OPTIONS

10.1 Definition. An option is a unilateral right in a contract by which, for a specified time, the buyer may elect to purchase additional or alternative equipment, supplies, or services called for by the solicitation and/or contract, or may elect to extend the term of the contract.

10.2 Limitations. The use of options must be limited to quantities of goods or services that are reasonably anticipated to be required by the RMRTD during the term of the contract. Options may not be included solely with the intent of assigning them to another entity in the future; however, contracts may include a provision allowing assignment to other agencies in the event of a change in the RMRTD's anticipated requirements, in accordance with FTA regulations and guidance. Pursuant to FTA Circular 4220.1F, Chapter VI, §7b(2), however, the evaluation of bids or offers for any option quantities shall not be required if it is determined that evaluation would not be in the best interests of the RMRTD, such as if there is reasonable certainty that funds will not be available to permit the exercise of an option.

10.3 Quantities and Period. The option quantities and period must be defined in the solicitation, contained in the offer upon which a contract is awarded, and evaluated as part of the initial award process.

10.4 Piggybacking. The RMRTD may exercise options in contracts of other public agencies ("piggybacking") in accordance with FTA regulations and guidance. This process requires the following to be maintained in the official contract file:

10.4.1 A documented determination that the contract prices remain fair and reasonable at the time the piggy-backing takes place.

10.4.2 A documented verification that the contract containing the option was procured in accordance with all FTA requirements, including obtaining copies of the relevant documents from the procuring agency.

10.4.3 A separate contract or purchase order shall be entered into between the vendor and the Commission. RMRTD may only add additional Federal Language to a State or GSA contract. Piggybacking is not allowed from other agencies except State or Fed, if funded by FTA.

10.4.4 Where purchases are made from state or local purchasing schedules or contracts which do not include all FTA requirements, the necessary contract terms, representations and certifications may be added by agreement of the parties to the Purchase Order.

1. Options. The recipient's contracts may include options to ensure the future availability of property or services, so long as the recipient is able to justify those options as needed for its public transportation or project purposes. An option is a unilateral right in a contract by which, for a specified time, a recipient may acquire additional equipment, supplies, or services than originally procured. An option may also extend the term of the contract. Chapter VI of this circular contains procedures for evaluating options (43)
 - a) Exercise of Options. A recipient may contract options held by another recipient with the following limitations: Consistency with the Underlying Contract. FTA expects the recipient to ensure that the terms and conditions of the option it seeks to exercise are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.
 - b) Price. The recipient may not exercise an option unless it has determined that the option price is better than prices available in the market, or that when it intends to exercise the option, the option is more advantageous.
2. Awards Treated as Sole Source Procurements. The following actions constitute sole source awards:
 - a) Failure to Evaluate Options Before Awarding the Underlying Contract. If a contract has one or more options and those options were not evaluated as part of the original contract award, exercising those options after contract award will result in a sole source award.

b) Negotiating a Lower Option Price. Exercising an option after the recipient has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original contract, or that price results from Federal actions that can be reliably measured, such as changes in Federal prevailing labor rates, for example.

c) Sole Source. When the recipient requires supplies or services available from only one responsible source, and no other supplies or services will satisfy its requirements, the recipient may make a sole source award. When the recipient requires an existing contractor to make a change to its contract that is beyond the scope of that contract, the recipient has made a sole source award that must be justified. (44)

a. In the circumstances described in this paragraph, FTA assistance may be used to support a sole source award only if that award can be justified under FTA's third party contract standards for sole source awards (43)

11.0 NONCOMPETITIVE AWARDS

11.1 Definition. Pursuant to FTA Circular 4220.1F, Chapter III, §3i(1)(b), when supplies or services are available from only one responsible source, and no other supplies or services will satisfy its requirements, the Procurement staff may make a sole source award. If a change needs to be made to an existing contract that is beyond the scope of that contract, this is a sole source award that must be justified.

11.2 Applicability. A contract may be awarded or changed beyond the scope of the existing contract without competitive sealed bids or competitive sealed proposals, regardless of the estimated cost, when the Central Purchasing Office makes a written determination, after conducting a good-faith review of all available sources, that there is only one source for the required items of tangible personal property, construction or services. In cases of reasonable doubt, competition should be solicited.

11.3 Requirement. The procurement record of noncompetitive awards shall contain: a) the contractor's name and address; b) the amount and term of the contract; c) a listing of the services, construction, or items of tangible personal property procured under the contract; and d) the justification for the procurement method which shall include any written determinations and written approvals required.

11.4 Conditions. The property or services are available from one source if there is a demonstration of unique capability or availability, as defined by at least one of the conditions described below:

11.4.1 Unique or Innovative Concept. The offeror demonstrates a unique or innovative concept or capability not available from another source.

11.4.2 Patents or Restricted Data Rights. Patent or data rights restrictions preclude competition.

11.4.3 Substantial Duplication Costs. This is when it is likely that selection of another contractor would result in substantial duplication of costs not recoverable through competition.

11.4.4 Unacceptable Delay. In the case when it is likely that selection of another contractor would result in unacceptable delays in fulfilling RMRTD needs.

11.4.5 Single Bid or Single Proposal. Upon receiving a single bid or single proposal in response to a solicitation, a written determination shall be made as to whether the competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.

12.0 TERMINATION

12.1 Requirement. Termination clauses shall be in conformity with FTA Circular 4220.1F, Chapter IV, §2b (6) (b) 4 and are a reflection of that which is provided in the Procurement Policy. In the event that the Policy is revised or amended, these procedures shall incorporate any and all of the final modifications.

12.2 Applicability. The following contractual requirements are specified in solicitations and awarded contracts exceeding \$10,000:

12.2.1 Termination by the RMRTD for Cause, ten (10) day notice. If through any cause the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the RMRTD shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination unless the faulting condition is cured within the ten (10) day period. Notwithstanding the above, the Contractor shall not be relieved of liability to the RMRTD for damages sustained by the RMRTD by virtue of any breach of this Agreement by the Contractor, and the RMRTD may withhold reasonable payment to the Contractor for the purposes of set-off until such time as the exact amount of damages due to the RMRTD from Contractor is determined.

12.2.2 Termination by RMRTD: twenty (20) day notice. The RMRTD may terminate this Agreement at any time by giving at least twenty (20) day notice in writing to the Contractor. Said twenty (20) days shall run from the day on which the Contractor received said notice of termination. In the event this Agreement is terminated by the RMRTD as provided herein, the Contractor shall be paid an amount that bears the same ratio to the total compensation as the Services actually performed bear to the total Services of Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, Paragraph A of this section hereof, relative to termination, shall apply.

12.2.3 Work Product. In the event of termination under the provisions of this section, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by Contractor under this Agreement shall, at the option of the RMRTD, become the property of the RMRTD, and Contractor shall deliver such work product to the RMRTD within thirty (30) days of receipt of the request of the RMRTD.

12.2.4 Termination by Contractor: thirty (30) Day notice. The Contractor shall be entitled to terminate this Agreement in the event of a default by the RMRTD in the performance of any covenant or agreement herein required to be performed by the RMRTD and the failure of the RMRTD to remedy such default for a period of thirty (30) days after receipt from the Contractor of written notice to remedy the same; provided, however, that no notice of termination, as above provided, shall be of any force or effect if the RMRTD shall have remedied the default prior to receipt of the Contractor's notice of termination.

12.2.5 Non-Funding. The performance of this Agreement is contingent upon the necessary appropriations and authorizations forthcoming for the performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement may be terminated by the RMRTD by giving notice to Contractor. Such event shall not constitute an event default by the RMRTD. All payment obligations of the RMRTD shall cease upon the date of termination. The RMRTD's decision as to whether sufficient appropriations are available or sufficient shall be binding on the Contractor and shall be final. The date of termination issued pursuant to this paragraph shall be the date a notice of termination is received by the Contractor.

13.0 BREACH / DISPUTE RESOLUTION

13.1 Requirement. RMRTD contracts shall include provisions that allow for administrative or legal remedies in instances where contractors violate or breach contract terms.

13.2 Applicability. Pursuant to FTA Circular 4220.1F, Chapter IV, §2b (6)(b)2 federally funded contracts awarded in the amount of \$100,000 or more include the following requirements:

13.2.1 Disputes. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by an authorized representative of RMRTD. 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 authorized representative of Rio Metro. 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 authorized representative of RMRTD shall be binding upon the Contractor and the Contractor shall abide by the decision.

13.2.2 Performance During Dispute. Unless otherwise directed by RMRTD, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

13.2.3 Remedies. If any controversy or claim arising out of this Contract cannot be settled by the parties directly, the parties will submit the controversy or claim to mediation using a mediator mutually acceptable to the parties or, if the parties cannot agree on a mediator, a mediator chosen by mediators chosen by each party. If the parties are unable, after a reasonable period of time, to produce through such mediation a mutually satisfactory resolution on the matter, the dispute will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the RMRTD is located.

13.2.4 Right and Remedies. The duties and obligations imposed by this Agreement 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 parties shall constitute a waiver of any right or duty afforded any of them under the Agreement, 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.

14.0 PROTESTS

14.1 Requirement. Protest procedures defined herein are a reflection of that which is provided in the Procurement Policy in greater detail. In the event that the Policy is revised or amended, these procedures shall incorporate any and all of the final modifications.

14.2 Applicability. Pursuant to FTA Circular 4220.1F, Chapter VII, §1a (1), this handbook provides written protest procedures in order to maintain adequate technical capacity to implement projects. Specifically, federally funded contracts awarded above the small purchase threshold shall adhere to the following protest procedure:

14.2.1 Filing of Protest. Protests must be in writing and addressed to the Central Purchasing Office, whichever has control and administration over the procurement. The protest shall: a) include the name and address of the protestant; b) include the solicitation number; c) contain a statement of the grounds for protest; d) include supporting exhibits, evidence or documents to substantiate any claim unless not available within the filing time in which case the expected availability date shall be indicated; and e) specify the ruling requested from the Central Purchasing Office. Protests shall be submitted within fifteen calendar days after knowledge of the facts or occurrences giving rise to the protest.

14.2.2 Protest Hearings. Hearings will be held only when the Central Purchasing Office determines that substantial material factual issues are present that cannot be resolved satisfactorily through an examination of written documents in the record.

14.2.3 Resolution. The Central Purchasing Office shall promptly issue a written determination relating to the protest. The determination shall a) state the reasons for the action taken; and b) inform the protestant of the right to judicial review of the determination pursuant to Section 13-1-183 NMSA 1978. A copy of the written determination shall be sent immediately by certified mail, return receipt requested, to each of the parties.

14.2.4 Motion for Reconsideration. A motion for reconsideration of a written determination issued may be filed by any party or by any contractor involved in the procurement. A motion for reconsideration shall be filed not later than seven calendar days after receipt of the written determination. The Central Purchasing Office shall promptly issue a written response to the motion for reconsideration.

14.3 Action by MRCOG Executive Director. The Executive Director shall approve, disapprove or modify the recommended resolution of the designee in writing. Such approval, disapproval or modification shall be the written determination required by the Procurement Policy. Any party

may file a motion for reconsideration of the written determination pursuant to the Procurement Policy.

14.4 Notify FTA Expeditiously. The Common Grant Rule requires notification to FTA when it receives a third party contract protest on a FTA funded procurement having a value exceeding \$100,000 or involves a controversial or highly publicized matter, irrespective of amount, and to keep FTA informed about the status of the protest. The following information shall be provided immediately and in the subsequent Milestone Progress Report:

14.4.1 A brief description of the protest, including when and where.

14.4.2 The basis of the disagreement.

14.4.3 The status of the protest, open or resolved, and if an appeal has occurred or is possible.

15.0 PROCUREMENT PLAN

15.1 Definition. Procurement planning is a multi-division process involving, at a minimum, the initiating division, procurement, and finance. Other functions, such as risk management and the DBE officer, may be involved contingent upon procurement complexity. The planning process usually starts with the user department identifying a need, and either identifying a funding source or initiating a budgeting process, including, if applicable, a grant application. At this stage, Procurement's only involvement is as a resource if asked about potential markets and possible pricing. The cost identified at this point tends to be an order of magnitude estimate.

15.2 Requirements. Procurement planning shall be required for every procurement action above the small purchase level. At a minimum, an independent cost estimate, budgeting, identification of potential vendors and a date the product or services are needed is required.

15.3 Conflict of Interest. The Purchasing Officer shall analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, to avoid, neutralize, or mitigate potential conflicts before contract award.

15.4 Elements. The Purchasing Officer, with assistance from the Project Manager, shall develop a procurement plan to guide the solicitation process. The procurement plan includes the following primary elements:

15.4.1 Determination of Procurement Type (IFB, RFP, etc.).

15.4.2 Identification of any requirement for bonding or liquidated damages.

15.4.3 Development of a Procurement Schedule, taking into account the need date, any startup period involved, and resource availability.

15.4.4 Involvement by other staff, including the risk management and DBE functions, as well as specialized expertise in other areas that may be required.

15.4.5 Identification of potential markets and vendors, utilizing all available resources, including the internet.

15.4.6 Identification of the need for advertising in national or specialized trade media, including their advertising lead times and deadlines, to ensure timely publication.

15.4.7 Documentation of a Preliminary cost estimate.

15.5 Written Procurement Procedures. The Common Grant Rule for non-governmental recipients requires the recipient to have written procurement procedures, and by implication, the Common Grant Rule for governmental recipients requires written procurement procedures as a condition of self-certification. The recipient's procurement procedures are expected to address:

(1) Solicitations. The following standards apply to solicitations:

- (a) Clear Descriptions. A clear and accurate description of the technical requirements for the material, product, or service to be procured is required (discussed further in Chapter VI of this circular).
- (b) Nonrestrictive Specifications. In competitive procurements, the description may not contain features that unduly restrict competition. Notably, FTA may not finance procurements that use exclusionary or discriminatory specifications (discussed further in Chapter VI of this circular).
- (c) Quality Requirements. A description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, describe minimum essential characteristics and standards to which the property or services must conform if it is to satisfy the recipient's intended use (discussed further in Chapter VI of this circular).
- (d) Preference for Performance Specifications. The Common Grant Rule for governmental recipients advises the recipient that "[d]etailed product specifications should be avoided if at all possible." The Common Grant Rule for non-governmental recipients advises the recipient to describe technical requirements in terms of "functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards" (discussed further in Chapter VI of this circular).
- (e) Brand Name or Equal. When it is impractical or uneconomical to write a clear and accurate description of the technical requirements of the property or services to be acquired, a "brand name or equal" description may be used to define the performance or other salient characteristics of the property or services sought. The specific features or salient characteristics of the named brand which must be met by offerors of "an equal" proposal must be clearly stated (discussed further in Chapter VI of this circular).
- (f) The Common Grant Rule for non-governmental recipients further requires (and governmental recipients should have) written procurement procedures that address:

- (2) Necessity. The recipient's need for the property or services (discussed further in Chapter VI of this circular).
- (3) Lease versus Purchase. The use of lease or purchase alternatives to achieve an economical and practical procurement (discussed further in Chapter IV of this circular).
- (4) Metric Usage. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement (discussed further in Chapter IV of this circular).
- (5) Environmental and Energy Efficiency Preferences. A preference, to the extent practicable and economically feasible, for products and services that conserve natural resources, protect the environment, and are energy efficient (discussed further in Chapter IV of this circular).
 - (a) The recipient's procurement procedures should also address the following matters:
- (6) Procurement Methods. What procurement methods may be used (discussed further in Chapter VI of this circular).
- (7) Legal Restrictions. Any Federal, State, or local restrictions on the recipient's acquisitions (discussed further in Chapter IV of this circular).
- (8) Third Party Contract Provisions. The specific third party contract provisions required for each third party contract including requirements that each third party contractor extend those provisions to its subcontractors to the extent required (discussed further in Chapter IV of this circular).
- (9) Sources. The availability and use of various sources of property and services (discussed further in Chapter V of this circular).
- (10) Resolution of Third Party Contracting Issues. Procedures to resolve third party contracting issues (discussed further in Chapter VII of this circular).

16.0 CONTRACT ADMINISTRATION SYSTEM

16.1 Definition. A contract administration system is vital to the integrity of the procurement process, which requires that goods and services be provided, invoiced and paid in the manner prescribed by federal, state and local regulations and statutes. As required by FTA Circular 4220.1F, Chapter III, §3, the RMRTD maintains a contract administration system designed to ensure conformity by all parties with the terms, conditions, and specifications associated with contracts and purchase orders.

16.2 Requirement. All procurements administrated by the Central Purchasing Office shall start with a determination of the method of procurement that is required to meet the needs of the organization. These methods may include purchases under the small purchase threshold, sealed bids, competitive proposals, and non-competitive (sole source) procurements and are well-defined in the RMRTD Procurement Policy.

16.3 Responsibilities. The Contract Administrator shall maintain primary responsibility for contractual matters as part of the procurement function, with the assistance of the Project Manager, and as necessary, other divisions. Based on the size and complexity of the contract, routine meetings and correspondence between the Contract Administrator and the project manager is essential to the success of the project

16.4 Procurement Components. The RMRTD delineates contract administration into four distinct procurement processes. Checklists for each of these areas are utilized by the procurement staff so as to ensure complete compliance with federal, state and local regulations, statutes and policies. The checklists discussed below are as follows: Solicitation Process, Contract Award Process, Contract Monitoring Process, and Contract Maintenance/Closeout Process.

17.0 SOLICITATION PROCESS (Appendix A.1)

17.1 Definition. The contract solicitation phase begins with procurement planning and is concluded prior to the award of a contract. Initially, an independent cost estimate, budgeting, potential vendors' identification, conflict of interest determination and a date the product or services are needed is required. This process concludes with the completion and full agreement of contract negotiations.

17.2 Requirements. As illustrated in Appendix A.1, the solicitation process is refined into numerous individual action items all of which ensure that the major procurement elements referenced below are maintained throughout the process.

- 17.3 Independent Cost Estimate (ICE). FTA Circular 4220.1F, Chapter VI, §6 refers to an Independent Cost Estimate (ICE) as an internal estimate of the cost of the scope of work for a project or contract modification that is derived separately from the contractor's pricing. The independent cost estimate is a tool to assist in determining the reasonableness or unreasonableness of the bid or proposal being evaluate. The Project Manager shall provide an ICE for the project, based on the scope and specifications as written. The ICE is independent of and received prior to any bids / proposals in response to the solicitation and is maintained in the official solicitation file. RMRTD will prepare an independent cost estimate (ICE) for all procurements before receiving bids or proposals. An ICE is also required for each subsequent change order. The ICE will be used to assess the reasonableness of cost for goods or services. The estimate can range from a simple budgetary estimate to a complex estimate based on inspection of the product itself and review of such items as:
- a. Polls of known vendors who can provide parts, material or equipment.
 - b. Recent competitive bids from other agencies that recently obtained the same goods and/or services.
 - c. Scanning the internet.
 - d. Using historical data from previous competitive procurements updated with inflation factors.

For contract modifications, the independent estimate must be prepared without knowledge of the contractor's proposed pricing. The ICE may be completed in-house or by an external estimator independent of any offerors. The written ICE must state how it was derived and the basis of the estimate. The independent cost estimate must be maintained in the official solicitation file.

17.4 Master Agreement. In order to ensure FTA Master Agreement conformity, procurement staff shall include all applicable federal requirements and certifications, such as Buy America, lobbying restrictions, etc., in published solicitations. To ensure conformity, staff shall utilize matrices attached to this handbook as Appendix A.6, which is derived from FTA Circular 4220.1F Appendix D and the FY15 Triennial Review Workbook Exhibit 6.1.

17.5 Full and Open Competition. The Purchasing Officer shall publish advertisements and email potential vendors about the business opportunity. Each solicitation is published in local news media designed to reach the target vendor pool, and is posted on the procurement page of the RMRTD website on the day of issuance. If the size or nature of the solicitation suggests that there is an appropriate vendor pool outside the RMRTD service area, the solicitation shall be advertised in appropriate regional, national, and trade media.

17.6 Select Evaluation Committee. The Purchasing Officer shall organize the Evaluation Committee, which generally consists of five people – two or three RMRTD staff and others from key stakeholder agencies such as other transit providers – with the approval of the Executive Director.

17.7 Contractor Responsiveness/Responsible Party: On the solicitation due date, the Purchasing Officer shall record the date and time of receipt of all proposals and shall review for mandatory requirements including, but not limited to, certifications, licensures, etc. Pursuant to FTA Circular 4220.1F, Chapter VI, §8b (2), the Purchasing Officer shall print and retain a debarment/suspension report for each proposer in the official procurement file.

17.8 Rank Evaluation Committee Scoring. In conformity with FTA Circular 4220.1F, Chapter III, §3d(1)(c), the Purchasing Officer shall rank each proposal according to pre-defined criteria including, but not limited to, project understanding, technical capacity, and other relevant factors. In conformity with the Davis Bacon Act, any proposed project which may lead to construction will not include pricing as an evaluative measure. The consolidated ranking and recommendation for award shall be submitted to the Executive Director for approval along with a price analysis that provides a cost basis for the selection.

17.9 Procurement Documentation. Pursuant to FTA Circular 4220.1F, Chapter III, §3d (1), the Procurement Officer shall retain each of the above documents as the official procurement record.

18.0 CONTRACT AWARD PROCESS (Appendix A.2)

18.1 Definition. The contract award process immediately follows the award of a proposal or bid to ensure compliance with the terms of the contract by both the contractor and the RMRTD. This is the administration phase of the procurement process, which begins at award, and is concluded at the completion of the warranty period for the equipment, goods and services procured.

18.2 Requirements. As illustrated in Appendix A.2, the contract award process is further refined into numerous individual action items all of which ensure that the above referenced major procurement elements are maintained throughout the process. Typically, the Independent Cost Estimate (ICE) is complete and a draft contract with mandatory federal requirements and

certifications has been prepared as an exhibit to the solicitation.

18.3 Cost analysis and price analysis.

The Common Grant Rules requires the recipient to perform a cost analysis or price analysis in connection with every procurement action, including contract modifications. The method and degree of analysis depends on the facts and circumstances surrounding each procurement, but as a starting point, the recipient must make independent estimates before receiving bids or proposals.

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

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

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

b. Price Analysis. If the recipient determines that competition was adequate, a price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price. The price analysis for micro-purchases may be limited. Similarly, the recipient may use an abbreviated price analysis for small purchases in most cases. One method to record this price analysis is through the use of a preprinted form on which a contracting officer (or other responsible person) can annotate a finding of fair and reasonable pricing and check off the most common reasons why this would be so, such as catalog or market prices offered in substantial quantities to the general public, regulated prices (for example, for many utilities purchases), or a comparison with recent prices for similar goods and services.

Cost/Price Analysis Requirement. Pursuant to FTA Circular 4220.1F, Chapter VI, §6, after the receipt of proposals or bids, either a contract cost or price analysis is required. In this regard, any cost or price analysis must be compared to an Independent Cost Estimate, which shall be developed before a solicitation is issued, but in no event after the receipt of bids or proposals.

18.3.1 Cost/Price Analysis Applicability. A cost or price analysis must be performed for every procurement action, including contract modification. The method and degree of analysis shall be dependent on the facts surrounding the particular procurement situation.

18.3.2 Cost Analysis Definition. A cost analysis is necessary when adequate price competition is lacking, including sole source procurements (which include contract modifications, change orders, and exercise of options), unless price reasonableness can be established on the basis of

a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set forth by law or regulation.

18.3.3 Price Analysis Definition. A price analysis looks at the price as a whole without examination of its various components, and is usually performed by comparing prices to those from other comparable procurements. A price analysis may be used in all instances where a cost analysis is not required to determine the reasonableness of the proposed contract price. The following techniques may be used in performing a price analysis: Comparing prices to those obtained for previous procurements; Comparing prices to those obtained by other agencies for like items; Comparing the range of prices received for the procurement involved; Requiring each bidder to certify that the prices offered are no higher than those charged other customers for items of similar quality and quantity.

18.4 Eligible Costs. Costs or prices based on estimated costs for contracts will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with federal cost principles contained in Part 31 of the Federal Acquisition Regulations.

18.5 Progress Payments. Progress payments shall be made only for costs incurred in the performance of the contract. When progress payments are used, adequate security must be obtained for the amount of the progress payment. Progress payments for construction contracts may be made on a percentage of completion basis; this method may not be used for non-construction contracts.

18.6 Cost Plus Percentage of Cost. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

18.7 Time and Material Contracts. Time and Material contracts shall be used only after the completion of a documented determination that no other type of contract is suitable. Such contracts shall specify a ceiling price that the contractor shall not exceed except at its own risk.

18.8 Information Technology Procurement. Information Technology procurements shall be requisitioned and approved only through the Technology Division.

18.9 Approvals Required. Legal review and approval by the Executive Director shall be required for all contracts. The approval of the Executive Director, Director, Finance Manager and Project Manager shall be required for all purchase orders.

18.10 Insurance. A Certificate of Insurance (COI) shall be required for the written procurement file for all contracts above the small purchasing level.

18.11 Responsible Vendor Determination. Pursuant to FTA Circular 4220.1F, Chapter VI, §8b (2), a debarment and suspension report downloaded from <https://www.sam.gov> shall be retained as a part of the written procurement file for all contracts above the small purchasing level.

18.12 Tax Information. If applicable, a W-9 tax form shall be required from the selected vendor.

18.13 Certification requirements for procurement of steel or manufactured products. (CFR 2012, title 49, vol 7 part 661.6: If steel, iron, or manufactured products (as defined in §§661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and

submitted by each bidder or offeror in accordance with the requirement contained in §661.13(b).

Certificate of Compliance with Buy American Requirements: The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR part 661.

Date _____
Signature _____
Company _____
Name _____
Title _____

Certificate of Non-Compliance with Buy American Requirements: The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323 (j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date _____
Signature _____
Company _____
Name _____
Title _____

19.0 CONTRACT MONITORING (AUDIT) PROCESS (Appendix A.3)

19.1 Definition. Generally, compliance monitoring activities include, but are not limited to, a review of the contractor's/ subrecipients procurement policy, on-site visits and inspections, and annual audit reports that reflect the applicable federal requirements for that particular contract. (71)

19.2 Requirements. The RMRTD procurement and operations staff shall monitor contracts in a variety of ways, on a daily, monthly, quarterly, annual and biennial basis. It's important to note that compliance requirements are an integral requirement of the solicitations associated with contracts in that federally required contracting clauses and certifications, including but not limited to, Buy America and lobbying restrictions, are mandated for proposal responsiveness and incorporated within the final executed contract.

19.3 Process. As illustrated in Appendix A.3, the Contract Monitoring (Audit) Checklist provides a standardized method for ensuring federal compliance among its contractors. Generally, the process consists of the following elements:

19.3.1 Audit Questionnaire. The Contractor Administrator and Project Manager shall prepare an audit questionnaire based on all contractual requirements particular to an individual contractor. The questionnaire shall be reviewed by Legal and approved by the Director prior to utilization.

19.3.2 Site Visit. The Contract Administrator and Project Manager shall conduct an on-site visit at which time facilities are inspected, documents are reviewed and the audit questionnaire is completed.

19.3.3 Determination Report. The Contract Administrator shall prepare a finding or determination report for Legal review and the approval of the Executive Director. If applicable, a schedule of remediation shall be developed.

19.3.4 Exit Interview. The Contract Administrator and Project Manager shall conduct an exit interview with the contractor to discuss the report, and if applicable, to ensure a mutually agreeable schedule for remediation.

19.3.5 Remediation. The Contract Administrator and Project Manager shall follow up on and ensure compliance with the agreed to remediation schedule.

19.4 Noncompliance. Instances of noncompliance with any of the audit process shall be addressed through legal recourse. In the event that the RMRTD discovers that a contractor makes any false, fraudulent or dishonest conduct in connection with contractual obligations, or fails to comply with the audit schedule, the RMRTD may take the following actions:

19.4.1 Terminate the contract for cause.

19.4.2 Initiate proceedings to suspend or debar the contractor from consideration of additional contracts pursuant to NMSA 13-1-177 through 13-1-180.

19.4.3 Refer to the appropriate District Attorney's office or the New Mexico Attorney General's office for criminal prosecution pursuant to NMSA 30-6-16 or any other applicable provisions of law.

19.5 Transit Service Contracts. For transit service contracts in particular, contractual compliance requirements are monitored through the receipt of daily and quarterly reports. Every other year service contracts are evaluated utilizing the Contract Monitoring Checklist developed for that purpose.

20.0 CONTRACT AMENDMENT PROCESS (Appendix A.4)

20.1 Definition. Generally, the contract amendment process shall occur on a quarterly basis, contingent upon the time of performance specified in each contractual relationship.

20.2 Requirements. As illustrated in Appendix A.4, the contract amendment process is further refined into numerous individual action items all of which ensure that the RMRTD contracting practice maintains ongoing full compliance with federal, state and local regulations.

20.3 Applicability. These requirements apply to all FTA funded contracts, which require any type of revision to term, scope or cost of the executed contract.

20.4 Responsibilities. The Contract Administrator shall maintain primary responsibility during this process; however, the Project Manager shall provide the necessary data so that the Contract Administrator is able to make a determination relative to time extensions, scope revision eligibility and costs.

20.5 Approvals Required. Legal review and approval by the Executive Director shall be required

for all contract amendments.

20.6 Cardinal Changes. A significant change in contract work (property or services) that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change. Such practices are sometimes informally referred to as “tag-ons.” A change within the scope of the contract (sometimes referred to as an “in-scope” change) is not a “tag-on” or cardinal change.

- (a) Identifying Cardinal Changes. Although FTA has provided additional guidance in its Best Practices Procurement Manual, FTA has not developed a finite list of acceptable contract changes. Recognizing a cardinal change to a third-party contract can be difficult. A cardinal change cannot be identified easily by assigning a specific percentage, dollar value, number of changes, or other objective measure that would apply to all cases.
- (b) Changes in Quantity. To categorize virtually any change in quantity as a prohibited cardinal change (sometimes referred to as an “out-of-scope” change) fails to account for the realities of the marketplace and unnecessarily restricts a recipient from exercising reasonable freedom to make minor adjustments contemplated fairly and reasonably by the parties when they entered into the contract. The U.S. Supreme Court decision in *Freund v. United States*, 260 U.S. 60 (1922) supports FTA's policy.
- (c) Tests. Among other things, customary marketing practices can influence the determination of which changes will be “cardinal.” Other tests involve the nature and extent of the work to be performed, the amount of effort involved, whether the change was originally contemplated at the time the original contract was entered into, or the cumulative impact on the contract's quantity, quality, costs, and delivery terms.
- (d) Rolling Stock. In the case of rolling stock, a major change in quantity or a substitution of major end items not contemplated when competition for the original award took place would generally be a cardinal change. Another cardinal change would, at this time, include a change from a high-floor to a low-floor vehicle. Changing an engine might result in a cardinal change depending on the circumstances surrounding the project and whether a compatible replacement could be obtained through competition. FTA, however, considers changes to seating, fabrics, and colors, exterior paint schemes, signage, and floor covering, and other similar changes to be permissible changes.

- (e) Federal Procurement Standards. The broader standards applied in Federal contracting practice reflected in Federal court decisions, Federal Boards of Contract Appeals decisions, and U.S. Comptroller General Decisions provide guidance in determining whether a change would be treated as a cardinal change. FTA does not imply that these Federal procurement decisions are controlling. FTA intends to consider the collective wisdom within these decisions in determining the nature of third party contract changes along the broad spectrum between permissible changes and impermissible cardinal changes. Other guidance can be found in FTA's Best Practices Procurement Manual and "Frequently Asked Questions" at the FTA Web site: http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6039.html.

FTA intends to monitor its recipients and oversight contractors to ensure that this concept is well understood and uniformly applied. This approach permits greater latitude but, because it requires analysis, it can sometimes require a greater knowledge of Federal contracting practices. In any event, before attempting to change the terms of its contract, the recipient should review the contract's provisions to ensure that the contract permits the change sought. (67)

21.0 CONTRACT CLOSEOUT PROCESS (Appendix A.5)

21.1 Definition. Contract closeout is the final phase of the contract administration process and it encompasses timely contract closeouts resulting in written documentation to be retained in the official procurement file for a period no less than six (6) years after the release of the final payment. The Contract Closeout Checklist presented in Appendix A.5 shall be used to document completion of the closeout process.

21.2 Requirements. As illustrated in Appendix A.5, the contract closeout process is further refined into numerous individual action items all of which ensure that RMRTD contracting practice maintains ongoing full compliance with federal regulations.

21.3 Applicability. These requirements apply to all FTA funded contracts to be closed.

21.4 Responsibilities. Generally, shall be the responsibility of the Project Manager to establish that the work under a contract has been completed and that the contract is ready for closeout. The Contract Administrator is responsible for ensuring completion of the contract closeout process, prior to release of retainage and final payment, including completion of the closeout checklist.

22.0 FTA THIRD PARTY CONTRACTING GUIDANCE (Appendix A.6)

The RMRTD procurement staff shall utilize the FTA Third Party Contracting Checklist provided in Appendix A.6 throughout the procurement process. The FTA checklist is an integral part of and

serves as the basis for the other required checklists. The Purchasing Officer and Contract Administrator also shall refer to the exhibits supporting Appendix A.6 which include FTA required contract clauses, federal certifications and other required procurement items. Periodically, these requirements shall be verified against the latest edition of the FTA's Master Agreement in order to determine if provisions have been added, changed, or rescinded.

23.0 Buy America Requirements (Appendix A.7)

23.1 Certification requirements for procurement of steel or manufactured products. (CFR 2012, title 49, vol 7 part 661.6: If steel, iron, or manufactured products (as defined in §§661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in §661.13(b).

Certificate of Compliance with Buy American Requirements: The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR part 661.

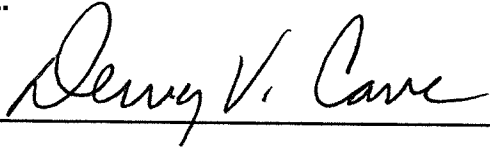
Date _____
Signature _____
Company _____
Name _____
Title _____

Certificate of Non-Compliance with Buy American Requirements: The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323 (j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date _____
Signature _____
Company _____
Name _____
Title _____

PASSED, APPROVED and ADOPTED AS REVISED this __22nd__ day of September, 2025.

Attest:



Dewey V. Cave, Executive Director



Report of Independent Auditors
and Financial Statements with
Supplementary Information

Rio Metro Regional Transit District

June 30, 2024

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Rio Metro Regional Transit District
Official Roster (unaudited)
June 30, 2024

Board of Directors

City of Albuquerque	Isaac Benton
City of Albuquerque	Dan Lewis
City of Albuquerque	Pat Davis
City of Albuquerque	Brook Bassan
City of Albuquerque	Lawrence Rael
City of Albuquerque	Tammy Fiebelkorn
City of Belen	Steven Tomita
Bernalillo County	Adriann Barboa
Bernalillo County	Steven Michael Quezada
Bernalillo County	Walt Benson
Town of Bernalillo	Jack S. Torres
Village of Bosque Farms	Russell Walkup
Village of Corrales	Mel Knight
Village of Los Lunas	Michael Jaramillo
Village of Los Ranchos de Albuquerque	Donald Lopez
City of Rio Communities	Lawrence Gordon
City of Rio Rancho	Jim Owen
City of Rio Rancho	Robert Tyler
City of Rio Rancho	Dan Stoddard
Sandoval County	Michael Meek
Valencia County	Joseph Bizzell

Report of Independent Auditors

Board of Directors
Rio Metro Regional Transit District

Mr. Joseph M. Maestas, PE, CFE
New Mexico State Auditor

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, the aggregate remaining fund information, and the budgetary comparison statements for the transit and rail programs of Rio Metro Regional Transit District (Rio Metro) as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise Rio Metro Regional Transit District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Rio Metro Regional Transit District as of June 30, 2024, and the respective changes in financial position and the budgetary comparison statements for the transit and rail programs for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards (Government Auditing Standards)*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Rio Metro and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Rio Metro's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Rio Metro's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Rio Metro's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Rio Metro Regional Transit District's basic financial statements. The description of nonmajor special revenue funds; combining balance sheets-nonmajor governmental funds; combining statement of revenues, expenditures, and changes in fund balances-nonmajor governmental funds; schedule of pledged collateral; and schedule of expenditures of federal awards required by Title 2 *U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (collectively, the supplementary information) are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 16, 2024, on our consideration of Rio Metro Regional Transit District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Rio Metro Regional Transit District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Rio Metro Regional Transit District's internal control over financial reporting and compliance.

A handwritten signature in dark ink, appearing to read "Moss Adams LLP", is positioned above the typed name and date.

Albuquerque, New Mexico
December 16, 2024

Management's Discussion and Analysis

Rio Metro Regional Transit District Management's Discussion and Analysis Year Ended June 30, 2024

Management's discussion and analysis of Rio Metro Regional Transit District (Rio Metro) provides an overview of Rio Metro's mission and function, recent program opportunities, and a brief discussion of the basic financial statements.

RIO METRO'S MISSION AND FUNCTION

New Mexico regional transit districts are made up of multiple government agencies for the purpose of planning, financing, and operating a regionally unified public transportation system. Transit districts are governed by a representative of the local member agencies to ensure a balance between local and regional transportation needs.

Rio Metro was formed to develop a cohesive regional transit system that provides economical transportation alternatives for the residents of Bernalillo, Sandoval, and Valencia counties. The Rio Metro Regional Transit Plan identifies future transit services and infrastructure needs for the three-county service area. A programmatic approach, which included gathering input from recently completed and relevant planning studies, community comments and technical analysis, was applied to define the service and infrastructure investments identified in the plan.

The services currently provided within the transit district are comprised of independently operated systems. The public transportation modes included in the Rio Metro service area include the New Mexico Rail Runner Express (NMRX) commuter train and ABQ Ride's Rapid Ride bus service, as well as local fixed-route buses, neighborhood circulator services, flex route services and Dial-a-Ride systems. In addition to the services, transit passenger facilities and amenities are important elements necessary to support transit operations and to build and maintain patronage. Common passenger facilities include commuter train stations, bus stops, transit centers and park-and-ride facilities.

Transportation services receive funding from the following sources: passenger fares, county regional transit gross receipts taxes, advertising, interest income and Federal Transit Administration (FTA) funds.

Rio Metro operates the NMRX under a Memorandum of Agreement (MOA) with the New Mexico Department of Transportation (NMDOT). NMRX capital assets, including the track, signals, locomotives and rolling stock, are owned by NMDOT. NMRX operations are funded primarily from FTA grant funds and Regional Transit Gross Receipts Tax funds, farebox proceeds and Burlington Northern Santa Fe/Amtrak gross ton mileage fees.

During April 2019, Rio Metro entered into an agreement with Wabtec for the implementation of Positive Train Control (PTC). Expenditures for project implementation began during fiscal 2019 and continued through fiscal 2023. Following implementation of the PTC, Rio Metro anticipates annual maintenance cost for the system will run between \$4.0 million and \$5.5 million. While the initial PTC installation is complete, there will be ongoing expenses for installation as new sidings are added.

Rio Metro Regional Transit District Management's Discussion and Analysis Year Ended June 30, 2024

Regional Transit Gross Receipts Tax (GRT) was established by State Statute and individual County ballot measures. Accordingly, "revenue from the county regional transit gross receipts tax will be used by Rio Metro Regional Transit District in equal portions for the management, operations, capital construction or maintenance of the NMRX, and for management, operations, capital, construction or maintenance of the Rio Metro Regional Transit District system", pursuant to the Regional Transit District Act. Furthermore, the Regional Transit District Act defines "regional transit system" to mean "a property, improvement or system designed to be compatible with established state and local transportation plans that transports or conveys passengers within a region by means of high-occupancy vehicle, including an automobile, truck, bus, van or railcar." As a matter of practice, Rio Metro budgets only 50% of the Regional Transit GRT proceeds for NMRX operations and maintenance. However, the law allows a higher percentage and leaves that discretion to the district.

Rio Metro budgeting practice is to limit the GRT revenue dedicated to the NMRX to 50% of that collected in the district. However, from time to time, Rio Metro may perform budget adjustments that will increase NMRX's share of the Regional Transit GRT above the 50% in order to meet unexpected revenue shortfalls in other funds and when emergencies arise.

REGIONAL TRANSIT GROSS RECEIPTS TAX

Rio Metro receives Regional Transit GRT from Bernalillo, Sandoval, and Valencia counties. Regional Transit GRT provide the primary source of funding for continuing operations of the New Mexico Rail Runner Express. Regional Transit GRT are also used to develop and improve transit operations within the transit district, specifically in Bernalillo, Sandoval, and Valencia counties.

OVERVIEW OF FINANCIAL STATEMENTS

Management's discussion and analysis is intended to serve as an introduction to Rio Metro's basic financial statements. Rio Metro's basic financial statements comprise three components:

1) government-wide financial statements, 2) governmental fund financial statements, and 3) notes to the financial statements. This report also contains supplementary information in addition to the basic financial statements.

Government-wide financial statements – The government-wide financial statements are designed to provide readers with a broad overview of Rio Metro's finances, in a manner similar to a private-sector business. The statement of net position presents information on all of Rio Metro's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of Rio Metro is improving or deteriorating. The statement of activities presents information showing how Rio Metro's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods, such as expenses pertaining to earned but unused vacation and sick leave. All of Rio Metro's activities are reported under governmental-type activities and there are no component units.

Rio Metro Regional Transit District

Management's Discussion and Analysis

Year Ended June 30, 2024

Governmental fund financial statements – A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Rio Metro, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of Rio Metro are governmental funds. The focus of governmental fund financial statements is the near-term inflows and outflows of spendable resources and balances of spendable resources available at the end of the fiscal year.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Rio Metro maintains seven individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, GRT-Rail Fund, GRT-Transit Fund, and FTA Direct Fund, all of which are considered to be major funds.

Data from the other three governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

Notes to the financial statements – The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Budgetary comparisons – Rio Metro maintains a budget for informational and managerial purposes. The budget is approved by Rio Metro's Board of Directors and the State of New Mexico Department of Finance and Administration's Local Government Division, pursuant to Section 6-6-2, NMSA 1978. As required by the New Mexico State Audit Rule, 2.2.2 NMAC, budget and actual comparison statements have been provided for the transit program and the rail program. Budget and actual comparison statements for the transit program and the rail program include budget and actual comparisons for the general fund, special revenue funds, and other governmental funds due to established budgeting procedures.

FINANCIAL ANALYSIS OF RIO METRO

Government-wide financial analysis – As noted earlier, net position may serve over time as a useful indicator of a government's financial position. As of June 30, 2024, Rio Metro's total assets exceeded total liabilities by \$68.4 million. During the year ended June 30, 2024, Rio Metro's net position increased by \$9.8 million.

Rio Metro Regional Transit District

Management's Discussion and Analysis

Year Ended June 30, 2024

Rio Metro's overall financial position continues to remain strong. Regional transit gross receipts taxes provide a stable source of funding for transit services in the region. The gross receipts taxes also provide a source of local funding that can be used to match various federal and state grants. Gross receipts taxes are dependent on the economy; therefore, the amount of gross receipts taxes available in future years will depend on the state of the regional economy. However, Rio Metro is confident that there will be sufficient revenues available in future years to provide adequate transit services to area residents.

Statement of net position – The following table summarizes the Rio Metro's government-wide net position as of June 30, 2024 and 2023. Net position is presented on a consolidated basis and is reflected on a full-accrual basis.

	2024	2023
Assets		
Current assets	\$ 77,664,781	\$ 73,029,233
Noncurrent assets	13,718,303	8,601,282
Total assets	<u>91,383,084</u>	<u>81,630,515</u>
Liabilities		
Current liabilities	12,917,669	12,254,216
Noncurrent liabilities	9,984,906	10,708,873
Total liabilities	<u>22,902,575</u>	<u>22,963,089</u>
Net position		
Net investment in capital assets	2,997,345	7,234,882
Restricted	64,583,162	60,665,394
Unrestricted	900,002	(9,232,850)
Net position	<u>\$ 68,480,509</u>	<u>\$ 58,667,426</u>

Rio Metro Regional Transit District

Management's Discussion and Analysis

Year Ended June 30, 2024

Rio Metro's net increase in government-wide net position for the year ended June 30, 2024 was \$9.8 million. The following table summarizes the changes in net position for the years ended June 30:

	2024	2023
Expenses	\$ (82,618,412)	\$ (73,163,779)
Charges for services	3,661,492	3,117,809
Program operating grants and contributions	44,784,617	38,918,444
Net expenses	<u>(34,172,303)</u>	<u>(31,127,526)</u>
General revenues		
New Mexico gross receipts taxes	<u>43,985,386</u>	<u>41,579,244</u>
Change in net position	9,813,083	10,451,718
Net position		
Beginning of year	<u>58,667,426</u>	<u>48,215,708</u>
End of year	<u><u>\$ 68,480,509</u></u>	<u><u>\$ 58,667,426</u></u>

Financial analysis of the governmental funds – Rio Metro uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The focus of Rio Metro's governmental funds is to provide information on a near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing Rio Metro's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of June 30, 2024, Rio Metro's governmental funds reported combined ending fund balances of \$65.4 million, an increase of \$3.9 million in comparison with the prior year.

Rio Metro's total expenditures during the year ended June 30, 2024 totaled approximately \$88.5 million, compared to \$78.3 million during fiscal 2023. Seventy-six percent (76%) of those expenditures were for operating the New Mexico Rail Runner Express commuter rail system. The Rail Runner is an operating activity, and the commuter rail system has been in operations for several years. Transit operations is also included with no major service changes planned.

Rio Metro Regional Transit District
Management's Discussion and Analysis
Year Ended June 30, 2024

The following table summarizes the revenues, expenditures, and changes in fund balances of the governmental funds for the years ended June 30:

	2024	2023
Revenues		
Federal	\$ 42,863,081	\$ 36,723,566
State	3,281	724,307
Local	43,985,386	41,579,244
Charges for service	1,216,743	936,051
BNSF/Amtrak	2,444,749	2,181,758
Other	1,918,259	1,470,571
Total revenues	<u>92,431,499</u>	<u>83,615,497</u>
Expenditures		
Operations	82,299,232	73,238,651
Capital outlay	6,214,499	5,122,784
Total expenditures	<u>88,513,731</u>	<u>78,361,435</u>
Change in fund balance	3,917,768	5,254,062
Fund balance		
Beginning of year	<u>61,565,396</u>	<u>56,311,334</u>
End of year	<u>\$ 65,483,164</u>	<u>\$ 61,565,396</u>

ANALYSIS OF MAJOR FUNDS

General Fund (Fund 1000) – During the years ended June 30, 2024 and 2023, no revenues were reported in the General Fund.

Rail Gross Receipts Tax (Fund 1200) – The Rail Gross Receipts Tax Fund includes the rail portion of gross receipts tax revenue when it is received, including revenues for BNSF/Amtrak track usage, farebox, bike locker, and special projects. During the year ended June 30, 2024, Rio Metro also reported rail operations in this fund. When Rio Metro allocates revenue at the end of each month, the Rail GRT revenue is allocated to the various rail funds as needed to cover expenses. As of June 30, 2024, the fund balance in the Rail GRT Fund was \$30.8 million, an increase of \$341 thousand from June 30, 2023.

Transit Gross Receipts Tax (Fund 1300) – The Transit Gross Receipts Tax Fund includes the transit portion of gross receipts tax revenue when it is received, including revenues for farebox, special projects, and advertising. During the year ended June 30, 2024, Rio Metro also reported transit operations in this fund. When Rio Metro allocates revenue at the end of each month, the Transit GRT revenue is allocated to the various transit funds as needed to cover expenses. As of June 30, 2024, the fund balance in the Transit GRT Fund was \$33.8 million, an increase of \$4.3 million from June 30, 2023.

Rio Metro Regional Transit District Management's Discussion and Analysis Year Ended June 30, 2024

FTA Direct (Fund 2100) – The FTA Direct Fund includes federal funding received directly from the Federal Transportation Administration. Funds may be used for capital projects to finance the planning, acquisition, construction, cost-effective lease, improvement, and maintenance of equipment and facilities for use in transit. Funds may also be used to finance operating costs in urbanized areas with populations under 200,000 people. During the year ended June 30, 2024, expenditures in the FTA Direct Fund approximated \$49.8 million and there is no fund balance as of June 30, 2024.

VARIATIONS BETWEEN ORIGINAL AND FINAL BUDGET AMOUNTS

The difference between the original budget and final budget is primarily a result of the following:

Rail Program revenues – The federal portion of the original rail budget included both federal fiscal year 2020 and federal fiscal year 2021 anticipated FTA 5337 and FTA 5307 grant funds, including ARP funding. These funds are issued on a reimbursable basis for eligible expenses according to federal regulations. The final budget reflects actual grant funding reimbursed during the year for eligible expenses, and unused grant funding remains available in subsequent years. The budget was adjusted by approximately \$43.9 million to reflect actual revenues.

Rail Program expenditures – The budget was adjusted to actual expenditures, which decreased by approximately \$25.8 million due primarily to budgeted projects which did not materialize this fiscal year.

Transit Program revenues – The federal portion of the original transit budget included both federal fiscal year 2020 and federal fiscal year 2021 federal grant funds, which are issued on a reimbursable basis for eligible expenses according to federal regulations. The final budget reflects the actual grant funding reimbursed during the year for eligible expenses, and unused grant funding remains available in subsequent years. The budget was adjusted by approximately \$25.1 million to reflect these decreases.

Transit Program expenditures – The federal portion of the original transit expenditure budget includes federal grant funds which are issued on a reimbursable basis for eligible expenses according to federal regulations. The final budget reflects the actual grant funding expended during the year for eligible expenses, and unused grant funding remains available in subsequent years. The original budgets were adjusted to actual expenditures, which decreased by approximately \$5.0 million due primarily to budgeted projects which did not materialize this fiscal year.

FUND BALANCES

As of June 30, 2024, governmental fund balances are summarized as follows:

- The fund balance in the General Fund remained the same as June 30, 2023 with a fund balance of \$900 thousand as of June 30, 2024.
- The fund balance in the Rail GRT Fund decreased by \$341 thousand resulting in a fund balance of \$30.8 million as of June 30, 2024.

Rio Metro Regional Transit District Management's Discussion and Analysis Year Ended June 30, 2024

- The fund balance in the Transit GRT Fund increased by \$4.2 million resulting in a fund balance of \$33.8 million as of June 30, 2024.
- The fund balance in the FTA Direct Fund remained the same as June 30, 2023 with no fund balance as of June 30, 2024.

CAPITAL ASSETS AND RIGHT-TO-USE ASSETS

Rio Metro's net investment in capital assets and right-to-use assets had net book value of \$12.6 million and \$1.0 million, respectively, as of June 30, 2024. Capital assets consist of buildings, vehicles, and equipment. Right-to-use assets consist of leased buildings, cell towers, and software. Depreciation expense of \$874 thousand and amortization expense of \$134 thousand was recorded for capital assets and right-to-use assets, respectively, in the current year. Capital assets additions of \$6.2 million were added during the year consisting of software, vehicles, and equipment.

DEBT

As of June 30, 2024, Rio Metro had total debt outstanding of \$10.7 million. This amount comprises \$9.5 million on a loan with the New Mexico Department of Transportation and \$1.2 million in lease liabilities.

ECONOMIC FACTORS

The primary source of funding for Rio Metro is the Regional Transit GRT. While this tax is dependent on the state of the economy, Rio Metro is confident that there will be sufficient funding available to operate the New Mexico Rail Runner Express and provide transit services in the region. Revenues from federal programs are expected to remain relatively consistent from fiscal year 2024 to 2025.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of Rio Metro's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Executive Director, 809 Copper Avenue NW, Albuquerque, NM 87102.

Basic Financial Statements

Rio Metro Regional Transit District
Statement of Net Position
June 30, 2024

ASSETS	
Current assets	
Cash and cash equivalents	\$ 35,522,483
Accounts receivable	42,142,298
Total current assets	<u>77,664,781</u>
Noncurrent assets	
Capital assets, net of accumulated depreciation	12,677,206
Right-to-use assets, net of accumulated amortization	<u>1,041,097</u>
Total noncurrent assets	<u>13,718,303</u>
TOTAL ASSETS	<u><u>91,383,084</u></u>
LIABILITIES	
Current liabilities	
Accounts payable	12,181,617
Current portion of note payable	690,760
Current portion of lease and SBITA liabilities	<u>45,292</u>
Total current liabilities	<u>12,917,669</u>
Note payable, net of current portion	8,848,171
Lease and SBITA liabilities, net of current portion	<u>1,136,735</u>
Total noncurrent liabilities	<u>9,984,906</u>
TOTAL LIABILITIES	<u><u>22,902,575</u></u>
NET POSITION	
Net investment in capital assets and right-to-use assets	2,997,345
Restricted - Transportation and public works	64,583,162
Unrestricted	<u>900,002</u>
NET POSITION	<u><u>\$ 68,480,509</u></u>

See accompanying notes.

Rio Metro Regional Transit District
Statement of Activities
Year Ended June 30, 2024

Functions/ Programs	Expenses	Charges for Services	Program Operating Grants and Contributions	Net (Expense) Revenue and Changes in Net Position
GOVERNMENTAL ACTIVITIES				
General government				
Commuter rail activities	\$ 67,361,269	\$ 3,661,492	\$ 39,352,277	\$ (24,347,500)
Transit activities	<u>15,257,143</u>	<u>-</u>	<u>5,432,340</u>	<u>(9,824,803)</u>
	<u><u>\$ 82,618,412</u></u>	<u><u>\$ 3,661,492</u></u>	<u><u>\$ 44,784,617</u></u>	<u>(34,172,303)</u>
GENERAL REVENUES				
New Mexico gross receipts taxes				<u>43,985,386</u>
CHANGE IN NET POSITION				9,813,083
NET POSITION				
Beginning of year				<u>58,667,426</u>
End of year				<u><u>\$ 68,480,509</u></u>

See accompanying notes.

Rio Metro Regional Transit District
Balance Sheet
June 30, 2024

	Special Revenue Funds				Other Non-Major Governmental Funds	Total Governmental Funds
	General #1000	GRT-Rail #1200	GRT-Transit #1300	FTA Direct #2100		
ASSETS						
Cash and cash equivalents	\$ 35,522,483	\$ -	\$ -	\$ -	\$ -	\$ 35,522,483
Accounts receivable	187	5,066,904	3,523,947	31,716,570	1,834,690	42,142,298
Due from other funds	-	28,421,301	31,138,084	-	-	59,559,385
TOTAL ASSETS	<u>\$ 35,522,670</u>	<u>\$ 33,488,205</u>	<u>\$ 34,662,031</u>	<u>\$ 31,716,570</u>	<u>\$ 1,834,690</u>	<u>\$ 137,224,166</u>
LIABILITIES						
Accounts payable	\$ -	\$ 2,721,318	\$ 845,756	\$ 7,901,551	\$ 712,992	\$ 12,181,617
Due to other funds	34,622,668	-	-	23,815,019	1,121,698	59,559,385
Total liabilities	<u>34,622,668</u>	<u>2,721,318</u>	<u>845,756</u>	<u>31,716,570</u>	<u>1,834,690</u>	<u>71,741,002</u>
FUND BALANCES						
Restricted - Transportation and public works	-	30,766,887	33,816,275	-	-	64,583,162
Unassigned	900,002	-	-	-	-	900,002
Total fund balances	<u>900,002</u>	<u>30,766,887</u>	<u>33,816,275</u>	<u>-</u>	<u>-</u>	<u>65,483,164</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 35,522,670</u>	<u>\$ 33,488,205</u>	<u>\$ 34,662,031</u>	<u>\$ 31,716,570</u>	<u>\$ 1,834,690</u>	<u>\$ 137,224,166</u>
RECONCILIATION						
Total fund balances						\$ 65,483,164
Amounts reported for governmental activities in the statement of net position are different because:						
Capital assets used in governmental activities are not financial resources and not reported in the governmental funds						12,677,206
Right-to-use assets used in governmental activities are not financial resources and not reported in the governmental funds						1,041,097
Note payable is not recorded as a liability in the governmental funds but recorded in the statement of net position						(9,538,931)
Lease and SBITA liabilities are not recorded as liabilities in the governmental funds but recorded in the statement of net position						(1,182,027)
Net position						<u>\$ 68,480,509</u>

See accompanying notes.

Rio Metro Regional Transit District
Statement of Revenues, Expenditures, and Changes in Fund Balances
Year Ended June 30, 2024

	Special Revenue Funds				Other Non-Major Governmental Funds	Total Governmental Funds
	General #1000	GRT-Rail #1200	GRT-Transit #1300	FTA Direct #2100		
REVENUES						
Intergovernmental						
Federal	\$ -	\$ -	\$ -	\$ 41,990,445	\$ 872,636	\$ 42,863,081
State	-	-	-	-	3,281	3,281
New Mexico gross receipts tax	-	24,006,766	19,978,620	-	-	43,985,386
Farebox	-	143	-	1,216,600	-	1,216,743
BNSF/Amtrak	-	2,444,749	-	-	-	2,444,749
Special projects and other	-	162,902	414,430	-	1,340,927	1,918,259
Total revenues	-	26,614,560	20,393,050	43,207,045	2,216,844	92,431,499
EXPENDITURES						
Operating	-	22,032,630	11,504,628	45,673,791	3,088,183	82,299,232
Capital outlay	-	141,259	1,987,977	4,085,263	-	6,214,499
Total expenditures	-	22,173,889	13,492,605	49,759,054	3,088,183	88,513,731
EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES	-	4,440,671	6,900,445	(6,552,009)	(871,339)	3,917,768
OTHER FINANCING SOURCES/USES						
Operating transfers in	-	19,566,095	13,048,176	6,552,009	871,339	40,037,619
Operating transfers out	-	(24,347,500)	(15,690,119)	-	-	(40,037,619)
Net other financing sources/uses	-	(4,781,405)	(2,641,943)	6,552,009	871,339	-
NET CHANGE IN FUND BALANCE	-	(340,734)	4,258,502	-	-	3,917,768
FUND BALANCE						
Beginning of year	900,002	31,107,621	29,557,773	-	-	61,565,396
End of year	<u>\$ 900,002</u>	<u>\$ 30,766,887</u>	<u>\$ 33,816,275</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 65,483,164</u>
RECONCILIATION						
Net change in fund balance						\$ 3,917,768
Amounts reported for governmental activities in the statement of net position are different because:						
Depreciation and amortization are not recorded as a financial use in governmental funds						(1,007,478)
Capital asset additions are reported as capital outlay in governmental funds						6,214,499
Proceeds from note receivable recorded as revenues in governmental funds						(90,000)
Reduction of note payable						683,921
Reduction of lease liability						94,373
Change in net position						<u>\$ 9,813,083</u>

See accompanying notes.

Rio Metro Regional Transit District
Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual – Transit Program
Year Ended June 30, 2024

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Intergovernmental				
Federal	\$ 13,381,311	\$ 13,381,311	\$ 4,994,018	\$ (8,387,293)
New Mexico gross receipts tax	37,000,000	37,000,000	19,978,620	(17,021,380)
Special projects and other	220,190	220,190	438,322	218,132
Total revenues	<u>50,601,501</u>	<u>50,601,501</u>	<u>25,410,960</u>	<u>(25,190,541)</u>
EXPENDITURES				
Current				
Operating	17,502,747	17,502,747	15,201,562	2,301,185
Noncurrent				
Capital outlay	8,678,000	8,678,000	5,950,896	2,727,104
Total expenditures	<u>26,180,747</u>	<u>26,180,747</u>	<u>21,152,458</u>	<u>5,028,289</u>
Excess of revenues over expenditures	<u>24,420,754</u>	<u>24,420,754</u>	<u>4,258,502</u>	<u>(20,162,252)</u>
OTHER FINANCING SOURCES/USES				
Transfers in	-	-	15,690,119	15,690,119
Transfers out	-	-	(15,690,119)	(15,690,119)
Net other financing sources/uses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
CHANGE IN FUND BALANCE	24,420,754	24,420,754	4,258,502	(20,162,252)
FUND BALANCE				
Beginning of year	<u>30,457,775</u>	<u>30,457,775</u>	<u>30,457,775</u>	<u>-</u>
End of year	<u>\$ 54,878,529</u>	<u>\$ 54,878,529</u>	<u>\$ 34,716,277</u>	<u>\$ (20,162,252)</u>
RECONCILIATION TO FUND BALANCE				
General fund per financial statements			\$ 900,002	
GRT-Transit fund per financial statements			<u>33,816,275</u>	
Ending fund balance reported above			<u>\$ 34,716,277</u>	

See accompanying notes.

Rio Metro Regional Transit District
Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual – Rail Program
Year Ended June 30, 2024

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Intergovernmental				
Federal	\$ 57,072,668	\$ 57,072,668	\$ 37,869,063	\$ (19,203,605)
New Mexico gross receipts tax	20,000,000	20,000,000	24,006,766	4,006,766
Farebox	1,500,000	1,500,000	1,216,743	(283,257)
BNSF/Amtrak	2,200,000	2,200,000	2,444,749	244,749
Special projects and other	30,212,510	30,212,510	1,483,214	(28,729,296)
Total revenues	<u>110,985,178</u>	<u>110,985,178</u>	<u>67,020,535</u>	<u>(43,964,643)</u>
EXPENDITURES				
Current				
Operating	34,773,814	34,773,814	32,017,321	2,756,493 *
Noncurrent				
Capital outlay	<u>58,409,856</u>	<u>58,409,856</u>	<u>35,343,948</u>	<u>23,065,908 *</u>
Total expenditures	<u>93,183,670</u>	<u>93,183,670</u>	<u>67,361,269</u>	<u>25,822,401</u>
Excess of revenues over expenditures	<u>17,801,508</u>	<u>17,801,508</u>	<u>(340,734)</u>	<u>(18,142,242)</u>
OTHER FINANCING SOURCES/USES				
Transfers in	-	-	24,347,500	24,347,500
Transfers out	<u>-</u>	<u>-</u>	<u>(24,347,500)</u>	<u>(24,347,500)</u>
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
CHANGE IN FUND BALANCE	17,801,508	17,801,508	(340,734)	(18,142,242)
FUND BALANCE				
Beginning of year	<u>31,107,621</u>	<u>31,107,621</u>	<u>31,107,621</u>	<u>-</u>
End of year	<u>\$ 48,909,129</u>	<u>\$ 48,909,129</u>	<u>\$ 30,766,887</u>	<u>\$ (18,142,242)</u>

* Expenditure budgets are approved by the Board at the total expenditure level. Variances in allocations between operating and capital expenditures may occur and considered as part of total expenditure variances.

See accompanying notes.

Rio Metro Regional Transit District

Notes to Financial Statements

Note 1 – Summary of Significant Accounting Policies

Description of the entity – Rio Metro Regional Transit District (Rio Metro) is a multijurisdictional public transportation system, established under the authority of the Regional Transit District Act (Chapter 23, Article 25 NMSA 1978). Rio Metro provides economical transportation alternatives for the residents of Bernalillo, Sandoval and Valencia counties. Rio Metro was originally formed and certified by the New Mexico State Transportation Commission on March 29, 2005, using the name Mid Region Transit District. For the first few years, the transit district operated under a Federal Transit Administration planning grant awarded to the Mid-Region Council of Governments. The transit district's name was changed to Rio Metro Regional Transit District on June 25, 2008, and Rio Metro received its own federal tax identification number on October 2, 2008. Rio Metro began, as a separate legal entity, keeping its financial records independent of the Mid-Region Council of Governments beginning July 1, 2009.

Rio Metro provides a variety of transportation services to residents of Bernalillo, Sandoval and Valencia counties. Rio Metro operates the New Mexico Rail Runner Express (NMRX) through several agreements with the New Mexico Department of Transportation (NMDOT), which includes limited funding for capital maintenance and improvements. NMRX capital assets, such as the infrastructure and rail engines and cars, are owned by NMDOT. NMRX operations are funded primarily from Federal Transit Administration grant funds and Regional Transit Gross Receipts Tax funds, fare box proceeds and Burlington Northern Santa Fe/Amtrak gross ton mileage fees.

Rio Metro and Mid-Region Council of Governments of New Mexico (MRCOG), a related governmental entity, have entered into a Professional Services Agreement, through which MRCOG is the administrative entity provides personnel, insurance, documentation, administration, monitoring, oversight, and other fiscal services until such time as Rio Metro has the organizational and financial capability to assume these responsibilities. Rio Metro contracts with Herzog Companies, Inc. to manage and operate the NMRX. Rio Metro has no employees.

The accounting policies of Rio Metro conform to accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The following is a summary of the significant accounting policies:

Reporting entity – In accordance with GAAP criteria, Rio Metro is considered a stand-alone government and, as such, is the reporting entity and has no component units.

Basis of accounting

Government-wide financial statements – The Statement of Net Position and the Statement of Activities are prepared using the economic resources measurement focus and the accrual basis of accounting, which incorporates long-term assets. This is the same approach used in preparation of proprietary fund financial statements but differs from the preparation of governmental fund financial statements. Therefore, governmental fund financial statements include reconciliation with brief explanations to better identify the relationship between the government-wide statements and the statements for governmental funds. Internal activities are eliminated, and the government-wide financial statements do not include any fiduciary funds or component units the entity may have.

Rio Metro Regional Transit District

Notes to Financial Statements

Governmental fund statements – Governmental funds are accounted for using the modified accrual basis of accounting and the current financial resources measurement focus. Under this basis, revenues are recognized in the accounting period in which they become measurable and available. Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable. The various fund types are reported in the fund financial statements, as follows:

Governmental funds – Governmental funds are used to account for Rio Metro's expendable financial resources and related liabilities. The measurement focus is based upon determination of changes in financial position. The following are Rio Metro's governmental fund types:

General Fund (1000) – The primary operating fund of Rio Metro accounts for all financial resources, except those required to be accounted for in other funds and is always a major fund.

Special revenue funds – Special revenue funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The major special revenue funds presented in the fund financial statements include the following:

- *Gross Receipts Tax – Rail (1200)* – Fund where Rio Metro includes the rail portion of the New Mexico Regional Transit Gross Receipts Tax revenue when it is received. Rail operations is also reported in this fund. When Rio Metro allocates revenue at the end of the month, the Rail GRT revenue is allocated to the various rail funds as needed to cover expenses.
- *Gross Receipts Tax – Transit (1300)* – Fund where Rio Metro includes the transit portion of New Mexico Regional Transit Gross Receipts Tax revenue when it is received. Transit operations is also reported in this fund. When Rio Metro allocates revenue at the end of the month, the Transit GRT revenue is allocated to the various transit funds as needed to cover expenses.
- *FTA Direct (2100)* – Federal funding received directly from the Federal Transit Administration (FTA) for various projects.

Basis of accounting – Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made, regardless of the measurement focus applied.

The governmental fund financial statements are presented using the current financial resources measurement focus and the modified accrual basis of accounting.

Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual and both measurable and available. "Available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period, generally, sixty (60) days. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred.

Rio Metro Regional Transit District

Notes to Financial Statements

In applying the "susceptible to accrual" concept to intergovernmental revenues pursuant to GAAP, the provider should recognize liabilities and expenses, and the recipient should recognize receivables and revenues when the applicable eligibility requirements, including time requirements, are met. Resources transmitted before the eligibility requirements are met, under most circumstances, should be reported as advances by the provider and unearned revenue by the recipient. Grant revenues are not recognized until eligibility requirements are met.

Derived tax revenue, the New Mexico regional transit GRT, is recognized net of estimated refunds and uncollectible amounts, in the period when the exchange transaction occurred or when the resources were received, whichever occurs first. GRT received after sixty (60) days as a result of delinquent accounts is not known or able to be estimated, or measured and, therefore, is not recorded.

Contributions and other monies held by other state and local agencies are recorded, as a receivable at the time the money is made available to the specific fund. All other revenues are recognized when they are received and are not susceptible to accrual.

Expenditures are recorded as liabilities when incurred. Expenditures charged to federal programs are recorded utilizing the cost principles described by the various funding sources.

Cash and cash equivalents – Cash and cash equivalents consist of short-term highly liquid investments, which are readily convertible into cash within ninety (90) days of purchase.

Capital assets – Capital assets acquired are recorded as expenditures in the funds which finance the acquisitions and are capitalized at cost (except for those related to the NMRX for which NMDOT holds title) and depreciated over their estimated useful lives (no salvage value) in the government-wide financial statements. Right-to-use assets are amortized over the lease term. Contributed capital assets are recorded at their estimated acquisition value at the time received. Additions, including software, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized, and interest is not capitalized related to Rio Metro's capital assets.

Rio Metro's capitalization policy, the dollar value above which asset acquisitions are added to the capital assets, is \$5,000 per Section 12-6-10, NMSA 1978. Other costs incurred for repairs and maintenance are expensed as incurred.

Estimated useful life is management's estimate of how long the asset is expected to meet service demands. Straight-line depreciation is used based on the following estimated useful lives:

Software	3–5 years
Vehicles and equipment	5–10 years
Building	40–years

Rio Metro did not own any infrastructure assets as of June 30, 2024.

Rio Metro Regional Transit District

Notes to Financial Statements

Right-to-use assets – Rio Metro recognizes lease contracts or equivalents that have a term exceeding one year and the cumulative future payments on the contract exceed \$5,000 that meet the definition of an other than short-term lease. Rio Metro uses a discount rate that is explicitly stated or implicit in the contract. When a readily determinable discount rate is not available, the discount rate is determined using Rio Metro's incremental borrowing rate at start of the lease for a similar asset type and term length to the contract. Short-term lease payments are expensed when incurred.

Budgets and budgetary accounting – Rio Metro's Executive Director approves an overall budget by project fund for Rio Metro which is adopted by the Board. Rio Metro is required to prepare budgets for each program for submission directly to that program's funding source. In addition, it submits the budgets to the Department of Finance and Administration Local Government Division. Each funding's source has its own requirements as to the timing of budget preparation and interim reports, line items and categories to be used and amounts to be included. Some require a report of grantor expenditures only, while others require a report of total program expenditures. The budgets, used by Rio Metro to monitor each program, are also used for comparisons in the accompanying financial statements. Therefore, Rio Metro approves its budget by total expenditures by program. Rio Metro has two programs: Rail Program and Transit Program. The budgetary comparisons for these two programs include the budget to actual analysis for the general fund and all other governmental funds.

Formal budgetary integration is employed as a management control device during the year. Budgets are adopted on a basis consistent with GAAP. There are no differences between the GAAP basis and the budgetary basis.

Appropriations lapse at the end of the fiscal year. The level of classification detail at which expenditures may not legally exceed appropriations is at the program level as approved by the Board of Directors. The legally permissible methods for amending the initially approved budget require approval of the Board of Directors.

Due to and from other funds – Due from other funds represent project costs paid in anticipation of reimbursements from grants in the Special Revenue funds. When the reimbursements from grants are received, the interfund receivables are repaid. Interfund activities are eliminated in determining government-wide financial statements.

Receivables – Grant reimbursements receivable represent qualified expenditures made under grant agreements for which reimbursements are due but not yet received. Rio Metro also records receivables for the New Mexico gross receipts taxes owed by taxpayers as of year-end and received within sixty (60) days of year-end. An allowance for doubtful accounts is not provided for, since most receivables are from the federal, state, or local governments and are deemed to be fully collectible.

Rio Metro Regional Transit District

Notes to Financial Statements

Fund balance – In the fund level financial statements, fund balance categories represent those portions of fund balance not available for appropriation or expenditure or legally segregated for a specific future use. In accordance with GAAP fund balance reporting and governmental fund type definitions, Rio Metro classifies governmental fund balances as follows:

- *Nonspendable* – fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual constraints.
- *Restricted* – fund balance amounts that are constrained for specific purposes which are externally imposed by providers, such as grantors or amounts constrained due to enabling legislation.
- *Committed* – fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the highest level of decision making authority (Rio Metro's Board of Directors) and does not lapse at year-end.
- *Assigned* – fund balance amounts that are intended to be used for the specific purposes that are neither considered restricted or committed. Fund Balance may be assigned by the management.
- *Unassigned* – fund balance within the General Fund which has not been classified within the above mentioned categories and negative fund balances in other governmental funds.

Net position – Net position includes the following components:

Net investment in capital assets and right-to-use assets – The component of net position that reports the difference between capital assets and right-to-use assets less the accumulated depreciation and amortization and the outstanding balance of related debt, excluding unspent proceeds, that is directly attributable to the acquisition, construction, or improvement of these assets.

Restricted – The component of net position that reports the difference between assets and liabilities of Rio Metro that consists of assets with constraints placed on their use that are legally enforceable by legislation and the like to be used only for the purposes specified.

Unrestricted – The difference between the assets and liabilities that is not reported in the net investment in capital assets and right-to-use assets or restricted net position.

It is the Rio Metro's policy to first apply restricted resources when an expense is incurred for purposes for which both restricted and unrestricted resources are available.

Use of estimates – The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Rio Metro Regional Transit District

Notes to Financial Statements

New accounting standard – Rio Metro adopted Government Accounting Standards Board Statement No. 100, *Accounting Changes and Error Correction—an Amendment to GASB Statement No. 62* (GASB No. 100) for the year ended June 30, 2024. GASB No. 100 addresses accounting and financial reporting for changes in accounting principles and error corrections, changes within the financial reporting entity, and changes in accounting estimates. Implementation of this new statement had no impact on Rio Metro's financial statements for the year ended June 30, 2024.

Note 2 – Deposit and Investment Accounts

Rio Metro invests its funds in accordance with state statutes which require that financial institutions pledge collateral of federal or state securities whose market value is equal to at least 50% of the deposits in excess of Federal Deposit Insurance Corporation (FDIC) insurance coverage made by Rio Metro with a financial institution. Also, Rio Metro, in accordance with state statutes, may only have deposits in financial institutions, or invest in federal direct obligations or the New Mexico State Treasurer's Local Government Pooled Investments.

Securities pledged as collateral which are obligations of the State of New Mexico, its agencies, institutions, counties or municipalities, or other subdivisions are accepted at par value; all other securities are accepted at market value. No security is required for the deposit of public money that is insured by the FDIC, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Administration.

Custodial credit risk is the risk that in the event of a bank failure, Rio Metro's deposits may not be returned to it. Rio Metro's deposit policy, in accordance with state statutes, is to collateralize one half of the uninsured public money in each deposit account.

Following are the descriptions of cash and cash equivalents held as of June 30, 2024:

CASH AND CASH EQUIVALENTS

Demand deposit (noninterest bearing) - Wells Fargo Bank, NA	\$ 21,713,257
Demand deposit (interest bearing) - US Bank National Association	<u>15,137,171</u>
Total bank balances	36,850,428
 Outstanding checks	 <u>(1,327,945)</u>
	 <u><u>\$ 35,522,483</u></u>

Demand deposits with US Bank National Association are placed into deposit accounts established at various participating institutions of the IntraFiCashService (ICS). These funds are placed into deposit accounts established in Rio Metro's name across the ICS participating institutions up to the FDIC insurance maximum, so that both principal and interest are eligible for FDIC protection.

Rio Metro Regional Transit District

Notes to Financial Statements

As of June 30, 2024, the amount of demand deposit bank balances totaling \$36,850,428 was exposed to custodial credit risk as follows:

DEMAND DEPOSITS	
Uninsured and uncollateralized	\$ 4,022,483
Covered by FDIC insurance	16,500,000
Collateral held in public depositor bond in Rio Metro's name	<u>15,000,000</u>
	<u><u>\$ 35,522,483</u></u>

Note 3 – Accounts Receivable

Accounts receivable consist of the following as of June 30, 2024:

State and federal grant receivables	\$ 31,716,570
GRT receivables	8,590,851
Other	<u>1,834,877</u>
	<u><u>\$ 42,142,298</u></u>

Note 4 – Interfund Receivables/Payables and Interfund Transfers

Interfund accounts were as follows as of June 30, 2024:

	<u>Due To</u>	<u>Due From</u>
General Fund #1000	\$ 34,622,668	\$ -
GRT Rail Fund #1200	-	28,421,301
GRT Transit Fund #1300	-	31,138,084
FTA Direct Fund #2100	23,815,019	-
FTA thru NMDOT #2500	648,724	-
Other Fund #6100	-	-
Pass-thru #8100	<u>472,974</u>	<u>-</u>
	<u><u>\$ 59,559,385</u></u>	<u><u>\$ 59,559,385</u></u>

Interfund accounts occur because expenditures are paid for by the General Fund because the Special Revenue funds are on a reimbursement basis. When the Special Revenue funds receive the reimbursements from the grantors, the General Fund is repaid. Management expects all of the interfund balances to be repaid within one year.

Rio Metro Regional Transit District

Notes to Financial Statements

Interfund transfers made to utilize funds for transit and rail operations were as follows for the year ended June 30, 2024:

	Transfers In	Transfers Out
GRT Rail Fund #1200	\$ 19,566,095	\$ 24,347,500
GRT Transit Fund #1300	13,048,176	15,690,119
FTA Direct Fund #2100	6,552,009	-
FTA thru NMDOT #2500	871,334	-
Pass-thru #8100	5	-
	<u>\$ 40,037,619</u>	<u>\$ 40,037,619</u>

Note 5 – Capital Assets and Right-To-Use Assets

Changes in capital assets are summarized as follows:

	June 30, 2023	Additions	Disposals	June 30, 2024
NONDEPRECIABLE ASSETS				
Land - El Pueblo	\$ 98,373	\$ -	\$ -	\$ 98,373
DEPRECIABLE ASSETS				
Building - El Pueblo	279,986	-	-	279,986
Building - Idalia	1,134,225	-	-	1,134,225
Building - Los Lunas	4,393,084	5,828,926	-	10,222,010
Software	561,365	162,614	-	723,979
Vehicles and equipment	5,360,993	222,959	(11,168)	5,572,784
Total depreciable assets	<u>11,729,653</u>	<u>6,214,499</u>	<u>(11,168)</u>	<u>17,932,984</u>
ACCUMULATED DEPRECIATION				
Building - El Pueblo	(118,523)	(11,199)	-	(129,722)
Building - Idalia	(197,265)	(78,666)	-	(275,931)
Building - Los Lunas	(52,355)	(326,040)	-	(378,395)
Software	(434,689)	(60,796)	-	(495,485)
Vehicles and equipment	(3,688,853)	(396,933)	11,168	(4,074,618)
Total accumulated depreciation	<u>(4,491,685)</u>	<u>(873,634)</u>	<u>11,168</u>	<u>(5,354,151)</u>
NET CAPITAL ASSETS	<u>\$ 7,336,341</u>	<u>\$ 5,340,865</u>	<u>\$ -</u>	<u>\$ 12,677,206</u>

Depreciation expense for the year ended June 30, 2024 totaled \$873,634 and was expensed to the transit activities function in the statement of activities.

Rio Metro Regional Transit District

Notes to Financial Statements

Changes in right-to-use assets are summarized as follows:

	June 30, 2023	Additions	Disposals	June 30, 2024
RIGHT-TO-USE ASSETS				
Building	\$ 134,640	\$ -	\$ (134,640)	\$ -
Cell towers	1,157,805	-	-	1,157,805
Software	147,582	-	-	147,582
Total right-to-use assets	<u>1,440,027</u>	<u>-</u>	<u>(134,640)</u>	<u>1,305,387</u>
ACCUMULATED AMORTIZATION				
Building	(104,273)	(30,367)	134,640	-
Cell towers	(114,673)	(57,337)	-	(172,010)
Software	(46,140)	(46,140)	-	(92,280)
Total accumulated amortization	<u>(265,086)</u>	<u>(133,844)</u>	<u>134,640</u>	<u>(264,290)</u>
NET RIGHT-TO-USE ASSETS	<u>\$ 1,174,941</u>	<u>\$ (133,844)</u>	<u>\$ -</u>	<u>\$ 1,041,097</u>

Amortization expense for the year ended June 30, 2024 totaled \$133,844 and was expensed to the transit activities function in the statement of activities. Rio Metro has evaluated the right-to-use assets for impairment and determined there was no impairment for the year ended June 30, 2024.

Rio Metro entered into certain noncancellable leases of cell towers with various end dates through February 28, 2046. There are no residual value guarantees included in the measurement of Rio Metro's lease liability nor recognized as an expense for the year ended June 30, 2024. Rio Metro does not have any commitments that were incurred at the commencement of the leases. No termination penalties were incurred during the year ended June 30, 2024.

The change in lease liability for the year ended June 30, 2024, is as follows:

	June 30, 2023	Additions	Payments	June 30, 2024	Due Within One Year
Right-to-use building	\$ 31,104	\$ -	\$ (31,104)	\$ -	\$ -
Right-to-use cell towers	1,133,946	-	(16,575)	1,117,371	20,195
Right-to-use software	111,350	-	(46,694)	64,656	25,097
	<u>\$ 1,276,400</u>	<u>\$ -</u>	<u>\$ (94,373)</u>	<u>\$ 1,182,027</u>	<u>\$ 45,292</u>

Future principal and interest lease payments required as of June 30, 2024, are as follows:

Years Ending June 30,	Principal	Interest	Total
2025	\$ 45,292	\$ 55,689	\$ 100,981
2026	52,814	54,489	107,303
2027	33,342	53,076	86,418
2028	38,049	51,548	89,597
2029	37,287	49,791	87,078
2030-2034	271,072	213,671	484,743
2035-2039	394,751	125,694	520,445
2040-2044	203,497	54,182	257,679
2045-2046	105,923	5,416	111,339
	<u>\$ 1,182,027</u>	<u>\$ 663,556</u>	<u>\$ 1,845,583</u>

Rio Metro Regional Transit District

Notes to Financial Statements

Pursuant to an agreement between Rio Metro and Sandoval County executed in February 2021, a prior capital lease agreement was terminated, and the ownership of the building and related premises remained with Sandoval County. Sandoval County agreed to pay balances totaling \$300,000 to Rio Metro as a settlement for prior amounts received under the terminated capital lease agreement. Rio Metro received the remaining balance of \$90,000 on the note receivable during the year ended June 30, 2024.

Note 6 – Insurance Coverage

Rio Metro is subject to various risks of loss, which are covered through the purchase of commercial insurance and participation in the City of Albuquerque's Risk Management Pool. Since Rio Metro employees are covered under MRCOG, they are covered by MRCOG's insurance. The following insurance coverage was in effect as of June 30, 2024:

Insurer and Policy Type	Term	Coverage
New Mexico Mutual Worker's compensation	2/12/24 – 2/12/26	Injury by accident (\$1,000,000 each accident). Bodily injury by disease (\$1,000,000 each employee). Bodily injury by disease (\$1,000,000 policy limit).
Indian Harbor Public officials' liability	9/29/23 – 9/29/24	\$3,000,000 Each occurrence \$3,000,000 Aggregate limit.
Hudson Insurance Co. General liability	9/29/23 – 9/29/24	\$1,000,000 Each occurrence \$2,000,000 Aggregate \$1,000,000 Umbrella.
Hudson Insurance Co. Property	7/1/24 – 7/1/25	\$1,764,273 Blanket Limit, other limitations apply.
National Union Fire Insurance Co. City of Albuquerque	7/1/24 – 7/1/25	1,000,000 Employee theft / fraud Covered under limits of the Tort Claims Act of New Mexico.
Risk Management Fund Auto vehicles liability – MRCOG owned	Continuous policy	\$1,000,000 – Property damage \$1,000,000 – Per person for single occurrence

Rio Metro Regional Transit District

Notes to Financial Statements

According to the Memorandum of Agreement between Rio Metro, NMDOT, and MRCOG, Rio Metro and NMDOT have the joint duty of paying for all premiums for all property insurance and commercial liability insurance policies secured by the NMDOT to cover the NMRX, including liability insurance policies to fully insure Rio Metro and MRCOG from all risks and liability arising from, or on account of, Rio Metro's operation, maintenance, and administration of the NMRX or any other activity performed by Rio Metro with respect to the NMRX, including the selection, procurement, and oversight of the service of an operator and manager of the daily operations of the NMRX and NMDOT's participation in the NMRX. To satisfy these requirements, NMDOT obtained coverage through Risk Management Division of the State of New Mexico General Services Department and paid the premiums for the period July 1, 2023 through June 30, 2024.

Note 7 – Risks and Contingencies

Amounts received or receivable from the grantors are subject to audit and adjustment by those grantors. Any disallowed claims, including amounts already collected, may constitute a liability of Rio Metro. The amount, if any, of expenditures which may be disallowed by those grantors cannot be determined at this time, although Rio Metro's management expects such amounts, if any, to be immaterial.

In the normal course of business, passengers file claims against NMDOT and Rio Metro related to the operation of its rail and transit activities. In the opinion of Rio Metro's management, such claims will not have a material adverse financial impact on Rio Metro as they are covered by insurance. The ultimate outcome of these claims, however, cannot be determined with certainty.

Note 8 – New Mexico Department of Transportation Loan

Rio Metro has entered into a loan agreement with NMDOT to implement a federally compliant Positive Train Control (PTC) system on the NMRX rail system. Pursuant to the agreement, Rio Metro received \$10,900,000 in loan proceeds under a promissory note bearing interest at 1.0%. Rio Metro pays annual principal and interest payments due on July 1st of each year, commencing on July 1, 2022 through July 1, 2036. The activity on the note payable during the year ended June 30, 2024 is summarized as follows:

Beginning Balance	Additions	Payments	Reclassification	Ending Balance	Amounts Due Within One Year
\$ 10,222,852	\$ -	\$ (683,921)	\$ -	\$ 9,538,931	\$ 690,760

Rio Metro Regional Transit District

Notes to Financial Statements

As of June 30, 2024, the annual debt service requirements on the note payable are as follows:

Year Ending June 30,	Governmental Activities		Total
	Principal	Interest	
2025	\$ 690,760	\$ 95,389	\$ 786,149
2026	697,668	88,482	786,150
2027	704,644	81,505	786,149
2028	711,691	74,459	786,150
2029	718,808	67,342	786,150
2030-2034	3,703,307	227,339	3,930,646
2035-2038	2,312,053	46,394	2,358,447
	<u>\$ 9,538,931</u>	<u>\$ 680,910</u>	<u>\$ 10,219,841</u>

Note 9 – Operations, Maintenance, and Management Services Agreement

Rio Metro has entered into an agreement with the MRCOG for operating services. MRCOG handles all payroll processing for Rio Metro and then invoices them for their share. Therefore, there is no payroll on Rio Metro's books. MRCOG also provides operational and administrative support, such as office space, computer equipment and technical support, vehicles and vehicle maintenance, human resources, legal services, insurance, and other fiscal services. MRCOG pays expenses on behalf of Rio Metro then invoices Rio Metro for these expenditures. Rio Metro made payments to MRCOG totaling \$10,765,341 for the year ended June 30, 2024.

Herzog Transit Services, Inc. is the major service provider contracted through September 20, 2029 with Rio Metro's administrative entity, MRCOG, to operate and maintain the New Mexico Rail Runner Express. This vendor contract may be terminated by MRCOG for cause by giving written notice to Herzog ten days prior to the effective date of termination. MRCOG may also terminate the contract for convenience at any time by giving at least twenty days' notice in writing to Herzog. The amount paid from the Commuter Rail Operations fund during the year ended June 30, 2024 was \$48,706,164.

Note 10 – Related Entity Receivables and Payables

The following entities are members or have representation on the Board of Directors of Rio Metro:

MRCOG – Rio Metro's accounts payable balance to MRCOG was \$848,345 at June 30, 2024. Rio Metro's accounts receivable balance from MRCOG was \$0 at June 30, 2024.

Regional Transit gross receipts taxes – A portion of the taxes receivable balance of \$8,896,981 at June 30, 2024 is comprised of taxes receivables from Bernalillo, Sandoval, and Valencia counties, members of Rio Metro. Rio Metro had revenues of \$43,985,386 relating to GRT for the year ended June 30, 2024.

Rio Metro Regional Transit District

Notes to Financial Statements

City of Albuquerque – Rio Metro's accounts payable balance to the City of Albuquerque was \$6,388 at June 30, 2024. Rio Metro's accounts receivable balance from the City of Albuquerque was \$281,928. Rio Metro had expenditures of \$4,557,204 relating to the City of Albuquerque for the year ended June 30, 2024.

City of Belen – Rio Metro's accounts payable balance to the City of Belen was \$302 at June 30, 2024. Rio Metro had expenditures of \$3,621 relating to the City of Belen for the year ended June 30, 2024.

City of Rio Rancho – Rio Metro's accounts payable balance to the City of Rio Rancho was \$8,420 at June 30, 2024. Rio Metro had expenditures of \$92,307 relating to the City of Rio Rancho for the year ended June 30, 2024.

Village of Los Lunas – Rio Metro's accounts payable balance to the Village of Los Lunas was \$61,571 at June 30, 2024. Rio Metro had expenditures of \$31,576 relating to the Village of Los Lunas for the year ended June 30, 2024.

Town of Bernalillo – Rio Metro's accounts receivable balance from the Town of Bernalillo was \$5,874 at June 30, 2024. Rio Metro had revenues of \$32,629 relating to the Town of Bernalillo for the year ended June 30, 2024.

Note 11 – Reconciliation of Budgetary Comparisons

The budgetary comparisons are prepared at the program level. The following schedule reconciles the program budget amount to the fund financial statements for the year ended June 30, 2024.

	Transit Program	Rail Program	Reclassifications Eliminations	Financial Statements
Revenues	\$ 25,410,960	\$ 67,020,535	\$ -	\$ 92,431,495
Expenditures	(21,152,458)	(67,361,269)	-	(88,513,727)
Transfers in	15,690,119	24,347,500	(40,037,619)	-
Transfers out	(15,690,119)	(24,347,500)	40,037,619	-
Change in fund balance	<u>\$ 4,258,502</u>	<u>\$ (340,734)</u>	<u>\$ -</u>	<u>\$ 3,917,768</u>

Supplementary Information

Rio Metro Regional Transit District
Description of Nonmajor Special Revenue Funds
Year Ended June 30, 2024

Special revenue funds – Special revenue funds are used to account for various grants from federal, state, and local agencies and other sources which are restricted by the granting agency to use for expenditures for specified purposes. The following is a description of the purpose of the nonmajor special revenue funds.

FTA through NMDOT (2500) – Federal funding received from the New Mexico Department of Transportation (NMDOT). Provides funding for various FTA grants.

Other (6100) – Local funding for various projects.

Pass-thru (8100) – Funding received through other agencies for projects completed by Rio Metro contracting on behalf of other entities. This fund is a total “wash” and Rio Metro receives no benefit from the revenues and expenses that flow through this fund.

Rio Metro Regional Transit District
Combining Balance Sheets – Nonmajor Governmental Funds
June 30, 2024

	FTA thru NMDOT #2500	Other #6100	Pass-thru #8100	Total
ASSETS				
Accounts receivable	<u>\$ 648,724</u>	<u>\$ -</u>	<u>\$ 1,185,966</u>	<u>\$ 1,834,690</u>
LIABILITIES				
Accounts payable	\$ -	\$ -	\$ 712,992	\$ 712,992
Due to other funds	648,724	-	472,974	1,121,698
Unearned revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities	648,724	-	1,185,966	1,834,690
FUND BALANCES				
Restricted	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL LIABILITIES AND FUND BALANCES	<u><u>\$ 648,724</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,185,966</u></u>	<u><u>\$ 1,834,690</u></u>

Rio Metro Regional Transit District
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances –
Nonmajor Governmental Funds
Year Ended June 30, 2024

	FTA thru NMDOT #2500	Other #6100	Pass-thru #8100	Total
REVENUES				
Intergovernmental				
Federal	\$ 871,334	\$ -	\$ 1,302	\$ 872,636
State	-	3,281	-	3,281
Special projects and other	-	-	1,340,927	1,340,927
Total revenues	<u>871,334</u>	<u>3,281</u>	<u>1,342,229</u>	<u>2,216,844</u>
EXPENDITURES				
Operating	<u>1,742,668</u>	<u>3,281</u>	<u>1,342,234</u>	<u>3,088,183</u>
Excess of revenue over expenditures	(871,334)	-	(5)	(871,339)
OTHER FINANCING SOURCES				
Operating transfers in	<u>871,334</u>	<u>-</u>	<u>5</u>	<u>871,339</u>
CHANGE IN FUND BALANCE	-	-	-	-
FUND BALANCE				
Beginning of year	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
End of year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Rio Metro Regional Transit District
Schedule of Pledged Collateral
June 30, 2024

<u>Name of Depository</u>	<u>Description of Pledged Collateral</u>	<u>Type of Pledged Collateral</u>	<u>Bond Number</u>	<u>Fair Market Value at June 30, 2024</u>	<u>Location of Safe keeper</u>
Wells Fargo Bank, NA US Bank NA	Public depositor bond	Surety bond	190053891	\$ 15,000,000 -	Liberty Mutual Insurance Company
	Total pledged collateral			<u>\$ 15,000,000</u>	
	Bank account balances				
	Cash and cash equivalents			\$ 36,850,428	
	Less FDIC coverage (Wells Fargo Bank, NA)			(250,000)	
	Less FDIC coverage (US Bank NA)			<u>(16,250,000)</u>	
	Uninsured amount			<u>20,350,428</u>	
	Collateral required at 50%			10,175,214	
	Pledged collateral			<u>15,000,000</u>	
	Excess Collateral			<u>\$ 4,824,786</u>	

Rio Metro Regional Transit District

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2024

Federal Grantor / Program Title	Assistance Listing Number	Award Number	Federal Expenditures
U.S. Department of Transportation			
Federal Transit Administration (FTA)			
Federal Transit Cluster			
Direct			
Urbanized Area Formula Program (5307 Community Transportation Operating)	20.507	NM-2024-038	\$ 79,661
Urbanized Area Formula Program (5307 SU Valencia Operations)	20.507	NM-2024-031	862,219
Urbanized Area Formula Program (5307 LU Bus Operations & Administration)	20.507	NM-2020-022	44,691
Urbanized Area Formula Program (5307 NMRX Preventative Maintenance)	20.507	6989-2023-2	5,027,637
Urbanized Area Formula Program (5307 LU Bus Operations & Administration) ARP Act	20.507	6989-2023-1	15,588,869
Urbanized Area Formula Program (5307 Centralized Traffic Control)	20.507	6989-2022-4	5,067,424
Urbanized Area Formula Program (5307 Alameda Siding STPU)	20.507	6989-2019-3	4,837,522
Subtotal for ALN 20.507			<u>31,508,023</u>
State of Good Repair Grant Program (5337 NMRX Preventative Maintenance)	20.525	NM-2024-036	<u>7,346,309</u>
State of Good Repair Formula Grant Program (5339 Bus Facilities-Los Lunas Transit)	20.526	NM-2023-050	3,121,287
Buses and Bus Facilities Formula (5339 Bus Scheduling Software)	20.526	NM-2019-039	14,826
Subtotal for ALN 20.526			<u>3,136,113</u>
Total Federal Transit Cluster and Federal Direct			<u>41,990,445</u>
Passed through State of New Mexico Department of Transportation			
Federal Transit Administration (FTA)			
Formula Grants for Rural Areas (Section 5311)	20.509	M01831	222,609
Formula Grants for Rural Areas (Section 5311)	20.509	M01831-2	648,724
Subtotal for ALN 20.509			<u>871,333</u>
Total pass-through New Mexico Department of Transportation			<u>871,333</u>
Total Expenditures of Federal Awards			<u>\$ 42,861,778</u>

See accompanying notes to schedule of expenditures of federal awards.

Rio Metro Regional Transit District
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2024

Note 1 – Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (SEFA) includes the federal grant activity of Rio Metro Regional Transit District (Rio Metro) under programs of the federal government for the year ended June 30, 2024. The information in this schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of Rio Metro, it is not intended to and does not present the financial position, changes in net position, or cash flows of Rio Metro.

Note 2 – Summary of Significant Accounting Policies

Expenditures reported on the SEFA are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 3 – Non-Cash Assistance, Loans, and Indirect Costs

Rio Metro did not receive any non-cash assistance, loans, or loan guarantees. Rio Metro does not use the ten percent *de minimus* indirect cost rate allowed under Uniform Guidance.

Note 4 – Subrecipients

Rio Metro has no subrecipients.

During the year ended June 30, 2024, Rio Metro provided services to New Mexico Department of Transportation (NMDOT) as a vendor in which Rio Metro was paid with federal funds. Amounts received by Rio Metro under the related contract totaled \$1,303. The reconciliation from the federal grants reported on the SEFA and federal grants revenue in the accompanying financial statements is summarized as follows:

	<u>Amount</u>
NMDOT maintenance services	\$ 1,303
Total federal grants per the SEFA	<u>42,861,778</u>
Total federal grants and contracts revenue per the accompanying financial statements	<u><u>\$ 42,863,081</u></u>

Compliance

Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Board of Directors
Rio Metro Regional Transit District

Mr. Joseph M. Maestas, PE, CFE
New Mexico State Auditor

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, the aggregate remaining fund information, and the budgetary comparison statements for the transit and rail programs of Rio Metro Regional Transit District (Rio Metro) as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise Rio Metro's basic financial statements, and have issued our report thereon dated December 16, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Rio Metro Regional Transit District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Rio Metro's internal control. Accordingly, we do not express an opinion on the effectiveness of Rio Metro's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Rio Metro Regional Transit District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in dark ink that reads "Moss Adams LLP". The signature is written in a cursive, flowing style.

Albuquerque, New Mexico
December 16, 2024

Report of Independent Auditors on Compliance for the Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance

Board of Directors
Rio Metro Regional Transit District

Mr. Joseph M. Maestas, PE, CFE
New Mexico State Auditor

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Rio Metro Regional Transit District's (Rio Metro) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect Rio Metro Regional Transit District 's major federal program for the year ended June 30, 2024. Rio Metro Regional Transit District 's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Rio Metro Regional Transit District complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2024.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Rio Metro and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of Rio Metro's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Rio Metro Regional Transit District's federal program.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Rio Metro Regional Transit District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Rio Metro Regional Transit District's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Rio Metro's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Rio Metro's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Rio Metro's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in dark ink that reads "Moss Adams LLP". The signature is written in a cursive, flowing style.

Albuquerque, New Mexico
December 16, 2024

**Rio Metro Regional Transit District
Summary Schedule of Prior Audit Findings
Year Ended June 30, 2024**

2023-001 Pledged Collateral (Other Non-Compliance) Resolved

Rio Metro Regional Transit District
Schedule of Findings and Questioned Costs
Year Ended June 30, 2024

Section I – Summary of Auditor’s Results

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? ☐ Yes ☒ No
- Significant deficiency(ies) identified? ☐ Yes ☒ None reported

Noncompliance material to financial statements noted? ☐ Yes ☒ No

Federal Awards

Internal control over major federal programs:

- Material weakness(es) identified? ☐ Yes ☒ No
- Significant deficiency(ies) identified? ☐ Yes ☒ None reported

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? ☐ Yes ☒ No

Identification of major federal programs and type of auditor’s report issued on compliance for major federal programs:

<i>Federal Assistance Listing Number</i>	<i>Name of Federal Program or Cluster</i>	<i>Type of Auditor’s Report Issued on Compliance for Major Federal Programs</i>
20.507, 20.525, 20.526	Federal Transit Cluster	Unmodified

Dollar threshold used to distinguish between type A and type B programs: \$ 1,285,853

Auditee qualified as low-risk auditee? ☒ Yes ☐ No

**Rio Metro Regional Transit District
Schedule of Findings and Questioned Costs
Year Ended June 30, 2024**

Section II – Financial Statement Findings

No matters reported.

Section III – Federal Award Findings and Questioned Costs

No matters reported.

Section IV – Other Findings as Required by Section 12-6-5 NMSA 1978

No matters reported.

Rio Metro Regional Transit District
Exit Conference
Year Ended June 30, 2024

An exit conference was held on December 13, 2024, to discuss the annual financial report. The following individuals attended the exit conference:

Rio Metro Regional Transit District

Steven Tomita, Board Vice Chair

Conni Vigil, Senior Finance Manager

Josephine Vigil, Senior Finance Manager

Dewey Cave, Executive Director

Moss Adams LLP

Kory Hoggan, Partner

Preparation of Financial Statements

The financial statements were prepared with the assistance of Moss Adams LLP from the books and records of the Rio Metro Regional Transit District. The financial statements and related footnotes remain the responsibility of management.



September 15, 2025

Ms. Delilah Garcia, Transit Bureau Chief
New Mexico Department of Transportation
1350 Alta Vista St., SB-4
P.O. Box 1149
Santa Fe, NM 87504-1149

Re: NMDOT Section 5310 and 5311/5339 Grant Applications, Financial Commitment of Local Match

Dear Ms. Garcia:

The purpose of this letter is to acknowledge Rio Metro's financial commitment of local match for its FY2027 Section 5310 and 5311/5339 grant applications. Rio Metro commits to provide **\$1,219,686.40** in gross receipts tax (GRT) revenue as local match for the following applications:

Application	Local Match (GRT)	Federal	Total
Section 5310 (80/20 Capital)	\$101,296.20	\$405,184.80	\$506,481.00
Section 5311 (50/50 Operations)	\$1,017,094.00	\$1,017,094.00	\$2,034,188.00
Section 5339 (80/20 Capital)	\$101,296.20	\$405,184.80	\$506,481.00
Total	\$1,219,686.40	\$1,827,463.60	\$3,047,150.00

As supporting documentation, I have attached a signed copy of resolution R-25-04 dated May 16, 2025, which approved Rio Metro's FY2026-FY2032 Budget and Capital Plan. That document (excerpts attached to the "Budget Information" section) allocates GRT over a seven-year period, which includes the local match for this and future Section 5310 and 5311/5339 grants.

Thank you for considering Rio Metro's applications.

Sincerely,

Dewey V. Cave, Chief Executive Officer



RIO METRO
REGIONAL TRANSIT DISTRICT

R-25-04 RMRTD

**APPROVAL OF THE RIO METRO REGIONAL TRANSIT DISTRICT
BUDGET AND CAPITAL PLAN
FY2026 – FY2032**

WHEREAS, the Rio Metro Regional Transit District (RMRTD) was formed pursuant to the Regional Transit District Act, NMSA § 73-25-1 et seq.; and

WHEREAS, Section 5 of the RMRTD By-laws states that the annual budget must be prepared based on a five (5) year financial plan; and

WHEREAS, the Infrastructure Investment and Jobs Act (the most recent Federal Transportation Bill) requires Transit Agencies to track service performance, and transit assets; and

WHEREAS, the Memorandum of Agreement (MOA) between RMRTD and New Mexico Department of Transportation (NMDOT) for Commuter Rail Operations requires RMRTD and NMDOT to jointly develop a five-year capital maintenance plan / capital improvement plan for the New Mexico Rail Runner Express (NMRX) system; and

WHEREAS, 49 USC 5337(b)(2) requires that projects receiving Section 5337 State of Good Repair funding be included in the in the recipient's Transit Asset Management (TAM) Plan; and

WHEREAS, the attached RMRTD Budget and Capital Plan FY2026 - FY2032 includes a minimum five (5) year financial plan for the district, the previous year's accomplishments and current year goals for the district, a capital plan that is directly linked to and informed by the RMRTD TAM plan and is jointly developed with NMDOT for the NMRX portions and the RMRTD Infrastructure Capital Improvement Plan; and

20 **WHEREAS**, the RMRTD Budget and Capital Plan will be updated annually to
21 continue and/or amend the goals and objectives of the district; to update existing and
22 planned district services; to update the financial plan for the district consistent with
23 projected revenues and grants; to update district accomplishments; to update the district
24 capital and asset plans consistent with federal asset management system requirements
25 and the RMRTD Transit Asset Management Plan; and

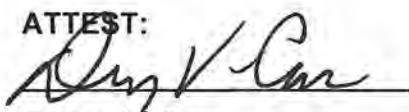
26 **WHEREAS**, the RMRTD Budget and Capital Plan will provide transparency in
27 service planning, accomplishments and goals, district budget and district transit asset
28 management;

29 **NOW, THEREFORE, BE IT RESOLVED BY THE RIO METRO REGIONAL**
30 **TRANSIT DISTRICT BOARD OF DIRECTORS THAT:**

31 The Rio Metro Regional Transit District Budget and Capital Plan FY2026 - FY2032
32 dated May 2025, which includes the FY2026 budget and the FY2027-FY2032 budget
33 projections, is approved.

34 **PASSED, ADOPTED, AND APPROVED** this 16th day of May 2025 by the Board of
35 Directors of the Rio Metro Regional Transit District.


Steven Tomita, Chair
RMRTD Board of Directors

ATTEST:

Dewey V. Cave
Chief Executive Officer

New Mexico Self-Insurers' Fund
ADMINISTRATIVE OFFICES: 1229 Paseo de Peralta, Santa Fe, NM 87504
(hereinafter called the "Fund")

LIABILITY DECLARATIONS

Policy #: 4180

Member Insured: Rio Metro Regional Transit District

Address: 809 Copper Ave NW Albuquerque, NM 87102

Policy Period: **July 1, 2025 to June 30, 2026** (at 12:01 a.m. Standard time at your mailing address shown above)

The coverage afforded by this policy is only with respect to the coverages indicated below and is subject to the values submitted to and on file with the Fund. If there is no limit indicated, coverage is not included.

LIMITS OF LIABILITY

\$ 400,000 Per Person Bodily Injury (BI)

\$ 750,000 Per Occurrence Bodily Injury (BI)

\$ 200,000 Per Occurrence Property Damage Real Property for physical damage or destruction (PD)

\$ 300,000 For All Past & Future Medical/Medically-Related Expenses Per Occurrence

\$ 100,000 Per Occurrence Fire Legal Liability Damage

GENERAL LIABILITY

Limits of Liability Per Occurrence:\$1,050,000

Liquor Liability..... \$

Foreign Jurisdiction\$1,000,000

Emergency Medical Malpractice.....See Above

Deductible Per Occurrence: \$2,500

Liquor Liability Deductible \$

AUTO LIABILITY AND PHYSICAL DAMAGE – AS PER SCHEDULE ON FILE WITH THE FUND

Combined Single Limit of Liability Per Occurrence :.....\$1,050,000

Deductible Per Occurrence:..... \$2,500

Combined Single Limit Uninsured Motorists: \$60,000

Deductible per occurrence:.....\$250.00

Auto Medical Payments :.....\$5000

Valuation ACV

(unless otherwise indicated on the Schedule on file with the Fund)

Comprehensive Deductible per occurrence..... \$2,500

Collision Deductible per occurrence.....\$2,500

Claims Made Coverage

Retroactive Date: **See Endorsement**

LAW ENFORCEMENT LIABILITY

Limits of Liability Per Claim\$

Limits of Liability Aggregate.....

Deductible Per Claim:.....\$

PUBLIC OFFICIALS ERRORS & OMISSIONS

Limits of Liability Per Claim \$2,000,000

Limits of Liability Aggregate \$2,000,000

Deductible Per Claim.....\$5,000



Fund Representative

July 1, 2025

Date

LIABILITY CERTIFICATE OF COVERAGE

I. PURPOSE

This Certificate of Coverage provides an explanation to covered *Member Insureds* about the intent and use of funds in their pooled risk management program.

The *Fund* is a self-insured governmental risk pool formed under Section 3-62-1 NMSA 1978 et. seq. The *Fund* is neither an insurance company nor subject to New Mexico's laws regulating insurance companies. The *Fund* has no obligation to issue reservation of rights letters, nor does it have an obligation to provide separate counsel to a *Covered Party* in disputed coverage situations. Failure to provide notice to a *Covered Party* of any covered dispute shall not operate to waive any of the provisions of this Certificate of Coverage.

II. RIGHTS AND DUTIES OF THE FUND

The *Fund* has a *right to control* the defense and settlement of a claim covered under this Certificate, including the selection of the attorney or attorneys representing each covered party. Such attorney or attorneys shall be directed by, and report to, the *Director* with regard to the defenses, procedural decisions, and settlement of a claim. Implicit in the right to control also is the exclusive right to settle a claim for which proceeds are to be paid out of the appropriate account.

The *Fund* has a *duty to defend* its *Member Insureds* – subject to any exclusions or conditions described in this Certificate – against claims arising out of occurrences within New Mexico's Civil Rights Act, Fair Pay for Women Act, Inspection of Public Records Act, Tort Claims Act, and Whistleblower Protection Act(s). The *duty to defend* extends also to occurrences that give rise to claims under Section 1983 of the United States Federal Code. There is no general duty to defend a *Covered Party* against any other *Claims* seeking *Damages*. With respect to any legal action brought against a *Covered Party* seeking *Damages*, and subject to all the *Fund's* terms, limits, exclusions, duties, rules and conditions, the *Fund* may advance the costs of defense in any such legal action until it is determined that the *Member Insured* is not entitled to coverage for the *Claim*. In the case of such determination, the *Member Insured* shall be obligated to repay to the *Fund* all costs of defense advanced by the *Fund* in defending any *Claim* not covered pursuant to this Certificate of Coverage.

The *Fund* has a *duty to indemnify* up to the limits of the applicable policy, subject to any exclusions or conditions described in this Certificate.

III. RIGHTS AND DUTIES OF MEMBER INSURED

Member Insureds have a *duty to notify* the *Director* in writing as soon as practicable, but in no event more than seven (7) days from, acquisition of knowledge that an occurrence is likely to result in a claim under this Certificate. Such notice shall include information sufficient to identify the time, place, and circumstances of the occurrence.

Member Insureds have a *duty to cooperate* with the *Director* and assist in making settlement, in the conduct of suits, and enforcing any right of contribution or indemnity against any person or organization who may be liable to *Member Insured*, and shall attend hearings and trials to assist in securing and giving evidence and obtaining attendance of witnesses. As part of the *duty to cooperate*, *Member Insureds* agree to be bound by the terms and conditions set forth in the governing documents and agreements made by the *Fund*, as amended from time to time, as well as resolutions and rules made by the *Fund's* Board of Trustees.

Member Insureds have a *duty to mitigate* damages, where they will take reasonable steps to prevent additional injury or damage from arising out of the same or similar conditions under which the initial injury or damage occurred.

Member Insureds have a *right to appeal* within 30 days of final decisions of the *Director* through the Executive Director of the League, who shall make a written determination on such appeal within fifteen (15) calendar days of receipt. Further appeals shall be made through the Board of Trustees pursuant to Article XI(E) of the joint powers agreement to which all *Member Insureds* are signatories.

IV. DEFINITIONS

- A. *Bodily Injury* means physical injury to any person (including death) and any mental anguish or mental suffering associated with or arising from such physical injury.
- B. *Certificate of Coverage Period* means the period of time between the Effective Date and Expiration Date set forth in the Declarations to the Certificate of Coverage.
- C. *Claims Made* means coverage applies to *claims* first made during the policy period or extended reporting period arising out of a *wrongful act* taking place on or after the retro active date.
- D. *Covered Auto* means any vehicle owned by or rented to a *Member Insured*.
- E. *Covered Party* means any *Member Insured* under this Certificate of Coverage. Any *Employee* of a *Member Insured*, acting within the course and *scope of duties* are deemed to be a *Covered Party*.
- F. *Claim* means any written or oral demand or lawsuit to recover money from a *Member Insured* for a wrongful act as defined by this certificate.
- G. *Damages* means any compensatory amount which a *Member Insured* become legally obligated to pay as a result of a covered *Claim*, including judgments, awards, and settlements. *Damages* shall not include civil or criminal fines, penalties, sanctions, whether pursuant to law, statute, regulation or court rule; punitive and exemplary damages and the multiplied portion of multiplied damages; any matter, sum or award that is uninsurable under any applicable law; or the cost to comply with or defend against an injunction or other non-monetary or declaratory relief.
- H. *Defense Costs* means reasonable and necessary fees, costs, and expenses resulting from the investigation, adjustment, defense and appeal of a *Claim*. *Defense Costs* does not include wages or salaries or costs associated with *Employees* or officials of the *Member Insured*.
- I. *Director* means the Risk Services Director of the New Mexico Self-Insurers' Fund.
- J. *Employee* means any person who has been authorized to act on behalf of the *Member Insured* whether that person is acting on a permanent or temporary basis, with or without being compensated, or on a full-time basis. However, *Employee* does not include a person or other legal entity while acting in the capacity of an independent contractor or an employee of an independent contractor.
- K. *Extended Reporting Period* the *Member Insured* has an automatic extended period of time to file a *claim* arising out of a *wrongful act* that occurred prior to the effective date of cancelation and after the policy retro active date. This period begins on the effective date such coverage is canceled and

end on the 90th day unless the *Member Insured* purchased an extended reporting period endorsement.

- L. *Fund* means the New Mexico Self Insurers' Fund.
- M. *Law Enforcement Employees* means those *Employees* whose ordinary duties are directly or indirectly related to the enforcement of criminal laws while such *Employees* are acting both within the course of their official duties, and within their *Scope of Duties*.
- N. *Law Enforcement Act* means all individual, continuing, serial, or repeated instances of a *Wrongful Act* by a *Member Insured*, a *Law Enforcement Employee*, or other *Covered Party* committed while acting in the course and scope of his or her official duties, or while acting in in both the course and scope of a mutual aid agreement between governmental entities for the temporary sharing of *Law Enforcement Employees* or other *Covered Party* under the terms and circumstances specified therein, which individually or in combination with others contribute to or cause *Property Damage* or *Bodily Injury* which is caused and first becomes manifest during the *Certificate of Coverage Period*. All such instances of a *Wrongful Act(s)* shall be considered one *Law Enforcement Incident*, regardless of the number of *Certificate of Coverage Period* during which the *Wrongful Acts* began, allegedly began, or continued, regardless of the number of perpetrators, tortfeasors or defendants involved, regardless of the number of victims, claimants, or plaintiffs involved, regardless of the number of separate *Wrongful Acts* involved or that occurred over time, and regardless of how the resulting injuries or damage are described or the legal theory invoked, whether under state or federal law or both, by any victim, victims, claimant, claimants, plaintiff or plaintiffs to recover for injuries.
- O. *Auto Medical Payments* reasonable and necessary medical and funeral expenses for a passenger of a covered vehicle regardless of fault. We will pay only those expenses incurred within two (2) years from the date of the accident. This coverage does not apply to an employee of the member insured, or any other insured person.
- P. *Member Insured* means a municipality or any local public body which has paid its allocated contribution to the Fund.
- Q. *Occurrence* means an event, act, failure to act, or any other incident which results, or is likely to result, in a *Claim* under this Certificate of Coverage. All such instances of an *Occurrence* shall be considered one *Occurrence*, regardless of the number of *Certificate of Coverage Period* during which the *Occurrence* began, allegedly began, or continued, regardless of the number of perpetrators, tortfeasors or defendants involved, regardless of the number of victims, claimants, or plaintiffs involved, regardless of the number of separate *Occurrence* involved or that occurred over time, and regardless of how the resulting injuries or damage are described or the legal theory invoked, whether under state or federal law or both, by any victim, victims, claimant, claimants, plaintiff or plaintiffs to recover for injuries.
- R. *Property Damage* means only direct physical injury to tangible property and loss of use of such physically injured property which results from the direct physical injury to it; however, *Property Damage* does not include damage to or loss use of property owned by the *Member Insured* or *Covered Party*. *Property Damage* does not include the discontinuation, interruption of or failure to provide utility services, waste disposal, or any other service, whether or not such services are provided by the *Member Insured* and regardless of the effect of such discontinuation, interruption, or failure on the use or enjoyment of any property.

- S. *Pollutant* means any solid, liquid, gaseous, thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, airborne particles or fibers, molds, asbestos, lead, and waste. Waste includes material to be recycled, reconditioned, or reclaimed. The term pollutant as used herein does not mean potable water, agricultural water, water furnished to commercial users, or water used for fire suppression. The term pollutant also does not mean police use of mace, oleoresin capsicum, pepper gas, or tear gas, or to weed abatement or tree spraying.
- T. *Scope of Duties* means performance by an *Employee* acting in good faith within the duties of the *Employee's* office, employment or tasks lawfully assigned by a competent authority including the operation or use of an agency vehicle or equipment with actual or implied consent of the supervisor of the *Employee*. However, *Scope of Duties* shall not include any dishonest, criminal, fraudulent, bad faith, reckless, wanton, or malicious act.
- U. *Ultimate Net Loss* means the total of all loss adjustment expenses including *Defense Costs* and all *Damages* for which the *Covered Party* is liable arising out of an occurrence for which coverage under this Certificate of Coverage applies.
- V. *Uninsured Motorist* means a land motor vehicle or trailer for which no liability bond or policy at the time of an *occurrence* provides at least the amounts required by the applicable law where a *vehicle* is principally garaged; or for which an insuring or bonding company denies coverage or is or becomes insolvent; or which is a hit-and-run vehicle and neither the driver nor owner can be identified. Does not include any *vehicle* owned or operated by the *member insured*, designed for use primarily off public roads.
- W. *Vehicle* means a land, water, or air motorized vehicle, trailer or semi-trailer, including any machinery or apparatus attached thereto. Drones?
- X. *Wrongful Act* means any actual or alleged error in the performance or failure to perform an official duty; or any misstatement, misleading statement, or misleading act made or done in the course of official duty and upon which a claimant or plaintiff has relied to his, her, or its detriment; or any omission or neglect in performing an official duty; or any breach of an official duty, including misfeasance and nonfeasance; but only, with respect to any or all of the foregoing, when it is committed by a *Member Insured* or by a *Covered Party* while acting within their *Scope of Duties*. All such instances of a *Wrongful Act(s)* shall be considered one *Wrongful Act*, regardless of the number of *Certificate of Coverage Period* during which the *Wrongful Acts* began, allegedly began, or continued, regardless of the number of perpetrators, tortfeasors or defendants involved, regardless of the number of victims, claimants, or plaintiffs involved, regardless of the number of separate *Wrongful Acts* involved or that occurred over time, and regardless of how the resulting injuries or damage are described or the legal theory invoked, whether under state or federal law or both, by any victim, victims, claimant, claimants, plaintiff or plaintiffs to recover for injuries.

V. COVERAGE

The following coverage is written on an occurrence basis.

A. Auto Liability

The Fund will pay on behalf of the *Member Insured* the *Ultimate Net Loss* in excess of any applicable deductible that a *Member Insured* becomes obligated to pay and to which this Certificate of Coverage

applies because of *Bodily Injury* or *Property Damage* caused by an *Occurrence* resulting from the ownership, maintenance, or use of a *Covered Auto*, except as otherwise excluded or conditioned in Sections VI and VII.

In the event of a liability claim arising out of a public employee's authorized use of a personal vehicle, that is within the scope of that employee's duties, this Certificate of Coverage provides coverage in excess of the employees' personal liability insurance.

B. General Liability

The *Fund* will pay on behalf of the *Member Insured* the *Ultimate Net Loss* in excess of any applicable deductible that a *Member Insured* becomes obligated to pay and to which this Certificate of Coverage applies because of *Bodily Injury* or *Property Damage* caused by an *Occurrence*, except as otherwise excluded or conditioned in Sections VI and VII.

The following coverage is written on a claims-made basis.

C. Law Enforcement Liability

The *Fund* will pay on behalf of the *Member Insured* the *Ultimate Net Loss* in excess of any applicable deductible that a *Member Insured* becomes obligated to pay and to which this Certificate of Coverage applies because of a *Claim* first made against a *Covered Party* by reason of a *Law Enforcement Act* committed by a *Covered Party* except as otherwise excluded or conditioned in Sections VI and VII.

D. Public Officials Errors & Omissions

The *Fund* will pay on behalf of the *Member Insured* the *Ultimate Net Loss* in excess of any applicable deductible that a *Member Insured* becomes obligated to pay and to which this Certificate of Coverage applies because of a *Claim* first made against a *Covered Party* by reason of a *Wrongful Act* committed by a *Covered Party* except as otherwise excluded or conditioned in Sections VI and VII.

VI. EXCLUSIONS

Exclusions are those matters that result in complete denials of coverage. Stated another way, the *Fund* will extend neither a defense nor any indemnity payment on the claim.

A. Procurement and Contractual Obligations

Claims arising out of protests, estimates of probable costs or costs estimated being exceeded, faulty preparation of bid specifications, or plans, including architectural plans; mechanic's lien claims, stop notice claims, change order claims, or similar claims by contractors for the value of services or materials provided. Breach of contractual obligation(s), or a covered party's obligation to pay damages by reason of assumption of liability under contract or agreement. Including *claims arising out of the indemnification of a third party in contradiction to the NM Anti-donation clause.*

B. Property of Others

Property damage to property owned by or in the care, custody, or control of a *Covered Party*; rented to or leased to the *Covered Party* where it has assumed liability for damage to or destruction of such property; or aircraft, watercraft, or any vehicle in the *Covered Party's* care, custody, or control.

C. Insects, and Plants, Vermin, Rodents

Any bodily injury or property damage where an insect, plant, or is a direct or proximate cause.

D. Fireworks, Explosives, Pyrotechnic Devices or Incendiary Devices

Claims for bodily injury, property damage or medical expenses whether or not direct or proximate cause by any of the above.

E. Workers' Compensation and Employer's Liability

Claims for bodily injury to employees arising out of or in the course of employment by a *Covered Party* that is covered by the workers' compensation laws of the State of New Mexico, of any other state, or of the federal laws of the United States.

E. Cyber Loss

An unauthorized, malicious, or criminal act, or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of, or operation of, any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned, and including any associated input, output, data storage device, networking equipment, or back-up facility, owned or operated by the *Member Insured*.

F. Intentional, Criminal, or Profit-Seeking Conduct

Criminal acts or criminal proceedings against a *Member Insured* or its *Employees*. Any *Covered Party's* intentional conduct committed with malice, intent to cause damage, knowledge of its wrongful nature, or willful or conscious disregard of New Mexico statutes, court orders, or rights or safety of others.

This exclusion does not apply to a *Covered Party* whose liability is based solely on its vicarious liability arising out of its relationship to one acting as described above.

Acts during which an *Employee* obtains personal profit or advantage to which they are not otherwise legally entitled.

G. Claims arising out of or in connection with: land use regulation, land use planning, or the principles of eminent domain or condemnation proceedings.

H. Pollution Cleanup

Request, demand, or order that a covered party or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants. Claim or suit by or on behalf of a governmental authority for damages because of testing, monitoring, cleaning, removing, containing, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

I. Reasonable Accommodations

Any expenses or costs incurred by a covered party arising from providing a reasonable accommodation to a disabled person, including any modification to premises or workspace to comply with the Human Rights Act or the Americans with Disabilities Act.

VI. CONDITIONS

Conditions are matters that may result in partial denials of coverage. Stated another way, while the *Fund* may extend a *duty to defend* a lawsuit and portions of settlements not provided for below, the *Member Insured* will be obligated to remit the entirety of Paragraph VI(A) through VI(C) obligations should they be awarded at trial.

The Fund may advance payments that would otherwise contemplate below only in furtherance of an early resolution – such as a settlement. But where claimants ultimately seek redress or relief in the form captioned below, there is a required contribution from the *Member Insured* in an amount to be determined by the *Director* not to exceed one-third of the total resolution value. Payment shall be due to the *Fund* no later than sixty (60) days from the date on which the claim was resolved.

A. Attorney Fees, Fines, Penalties, Enforcement, and Punitive Damages

Attorney fees, fines, sanctions, assessments, penalties, restitution, disgorgement, exemplary, enforcement, or punitive damages, except those provided for in Section 14-2-11(C) NMSA 1978 and Section 41-4-4(C) NMSA 1978.

B. Injunctive or Declaratory Relief

Any obligation whatsoever arising out of injunctive or declaratory relief.

C. Employment Redress

Redress in the form of wages, salaries, multipliers, benefits, retirement, insurance, or any other compensation-related relief.

J. DETERMINATION OF COVERAGE ELIGIBILITY

The *Director* shall make a written determination as to whether this Certificate of Coverage applies to any claim. The decision of the *Director* may only be appealed through written appeal to the Executive Director of the League within 30 days of written determination, who shall make a determination on the appeal within fifteen (15) calendar days. Further appeals shall be made through the Board of Trustees pursuant to Article XI(E) of the joint powers agreement to which all *Member Insureds* are signatories.

As a condition precedent to any right of action hereunder following the appeals process outlined above, it is hereby mutually agreed that a dispute between a *Member Insured* and the *Fund* involving this Certificate of Coverage shall be determined by final and binding arbitration before a single arbitrator.

Such arbitration cannot commence until thirty (30) days after the issuance of a final determination from the Board of Trustees. All decisions of the arbitration shall be final and binding upon the parties and shall not be subject to any further appeal or court action.

If a *Member Insured* attempts to bring suit, assign rights to bring suit, or otherwise in any way institute legal action against the *Fund*, such *Member Insured* shall be delivered in writing, within thirty (30) days of such action, a letter of intent to terminate *Member Insured's* membership in the *Fund* pursuant to Article XI(A) of the joint powers agreement to which it is a signatory. The *Member Insured* will not be entitled to a hearing, appeal, or review of its prospective termination of membership, and no liability shall accrue to the *Fund* or its *Member Insureds* for any injury or accident occurring to an Employee of a prospective terminatee after the effective date of the termination notice.

K. LIMIT OF LIABILITY

The *Fund's* maximum liability for all *Damages* and *Defense Expenses* resulting from each *Claim* covered under this Certificate of Coverage shall not exceed the amount stated in the Declarations as the Limits of Liability Per Occurrence or Limits of Liability Per Claim. The *Fund's* maximum annual aggregate liability for all *Damages* and *Defense Expenses* resulting from all *Claims* covered by this Certificate of Coverage shall be the aggregate Limit of Liability stated in the Declarations as Limits of Liability Annual Aggregate.

All *Ultimate Net Loss* caused by accidents, incidents, negligent, or wrongful acts, as well as all *Occurrences* or *Wrongful Acts* that are related, interrelated, logically related, or causally related, or that are part of a common scheme or series of events, will be considered a single *Claim*, and a single Limit of Liability will apply under a single Certificate of Coverage, regardless of whether: there are more than one victims or parties claiming injury from the misconduct, *Wrongful Act* or *Occurrence*; there is some variation in the conduct constituting the misconduct, *Wrongful Act* or *Occurrence*; there are several legal theories under which recovery is sought, or a number of causes of action asserted, or multiple sources of the law, whether local, state, federal, or international, upon which recovery is sought; or, the misconduct, *Wrongful Act* or *Occurrence* occurred over more than one Certificate of Coverage. If a *Claim* causes *Damages* or *Ultimate Net Loss* during more than one Certificate of Coverage, all *Damages* or *Ultimate Net Loss* will be deemed to occur during the first Certificate of Coverage during which *Damages* or *Ultimate Net Loss* first occurred.

For any amount for which the *Member Insured* would not be liable under applicable governmental or sovereign immunity but for the existence of this Certificate of Coverage; the issuance of this Certificate of Coverage shall not be deemed a waiver of any statutory immunities by or on behalf of any *Member Insured*, nor of any statutory limits on the monetary amount of liability applicable to any *Member Insured* were this Certificate of Coverage not in effect; and as respects to any *Claim*, the *Fund* expressly reserves any and all rights to deny liability by reason of such immunity, and to assert limitations as to the amount of liability as might be provided by law.

The coverage provided by this Certificate of Coverage shall be excess over and not contributed with any insurance or other coverage that is available to the *Covered Party* whether such insurance or other coverage was purchased by the *Covered Party* or included such *Covered Party* as an additional insured or additional *Covered Party*.

The number of *Covered Parties* covered by the Certificate of Coverage shall not operate to increase the Limit of Liability.

There is no stacking of limits, coverage, or benefits available under this Certificate of Coverage, whether by claimants, *Member Insureds*, or any other interested person.

L. CERTIFICATE RENEWAL PROCEDURE

Other than its annual issuance, the terms and conditions of this Certificate of Coverage shall not be altered or amended or waived, except by written notice signed by the Director. Such notice shall be provided at least thirty (30) days prior to the effective date of the change, in writing to the Member Insureds.

New Mexico Self-Insurers' Fund
ADMINISTRATIVE OFFICES: 1229 Paseo de Peralta, Santa Fe, NM 87504
(hereinafter called the "Fund")

COMMERCIAL PROPERTY POLICY DECLARATIONS

Master Policy Number: PR001-26

Member Insured Policy Number: 4180

Item 1. Member Insured: Rio Metro Regional Transit District
809 Copper Ave NW, Albuquerque, NM, 87102

Member Insured means a municipality or any local public body which has paid its allocated contribution to the Fund.

Purpose This Certificate of Coverage does not provide insurance, but instead provides an understanding among Member Insureds of the Fund about the intent and use of the funds established pursuant to the Fund's Joint Powers Agreement, as may be amended.

The Fund is not an insurance company, does not transact insurance, and is not subject to or governed by the New Mexico Insurance Code or Title 13 of the New Mexico Administrative Code. Furthermore, the rule of interpretation/construction to the effect that any ambiguities in a contract are to be resolved against the drafting party shall not apply to the interpretation/construction of this Certificate.

As an insured, you agree to act on your behalf and on behalf of all employees with respect to the giving and receiving of the notice of claim and the payment of premiums. You also agree to be bound by the terms and conditions set forth in agreements made by the Self Insurers' Fund, as amended from time to time, as well as resolutions and rules made by the board of trustees.

Item 2. Mortgage holders, Loss Payees Per Certificates on file in the NMSIF Self-Serve Portal

Item 3. Policy Period:

From July 1, 2025 to June 30, 2026 (At 11:59 A.M. Standard Mountain Time.)

Item 4. Coverage Territory: The State of New Mexico, United States of America

Item 6. Policy Limit: 14505000 is the maximum liability in any one **Occurrence** as a result of all covered loss or damage regardless of the number of **Insured Locations**, coverages or **Covered Causes of Loss** under this **Policy**.

PR001 (07/25)	New Mexico Self-Insurers' Fund	Page 1

Forms Attached:

Form Number	Edition Date	Title
PR001	7/1/2023	Property Declarations
PR002	7/1/2023	NMSIF Property Policy
PR003	7/1/2023	Terrorism Exclusion Endorsement
PR004	7/1/2023	Electronic Data Endorsement
PR005	7/1/2023	Equipment Breakdown Exclusion
PR006	7/1/2023	Maximum Amount Payable Amendatory Endorsement
PR006	7/1/2023	Joint Loss Agreement
PR007	7/1/2023	Shared Coverage Endorsement
PR008	7/1/2023	Combined Business Interruption, Extra Expense, And Tuition Fees
PR009	7/1/2023	Perfluoroalkyl Or Polyfluoroalkyl Substances (Pfas) Exclusion
PR010	7/1/2023	Communicable Disease Endorsement

A. Sublimits of Liability:

The Sublimits of Liability stated in this **Policy** are part of and not in addition to the **Policy Limit** and any Sublimits of Liability shown in Item **6.A.** below. The Sublimits of Liability are: (1) the maximum amount the Fund will pay for all covered loss or damage arising out of the specific perils or coverages and/or (2) the maximum number of days for a specific coverage, regardless of the number of **Insured Locations**, coverages or **Covered Causes of Loss** under this **Policy**.

The Sublimits of Liability stated in this **Policy** are per **Occurrence** unless otherwise indicated. Regardless of the number of **Occurrences**, any Annual Aggregate in this **Policy** is the maximum amount payable for all covered loss or damage for the applicable coverage or **Covered Cause of Loss**.

If the words, NOT COVERED are shown instead of a limit, Sublimit amount, or number of days, or if a specified amount or number of days is not shown corresponding to any coverage or **Covered Cause of Loss**, then no coverage is provided for that coverage or **Covered Cause of Loss**.

1. Sublimits Applicable to Specified Covered Causes of Loss – Each of these Sublimits is part of and not in addition to the Policy Limit.

- a. **Earth Movement: \$ 6,000,000:** Annual Aggregate for all covered loss or damage arising out of **Earth Movement**
- b. **Flood: \$6,000,000:** per occurrence for all covered loss or damage arising out of **Flood**
- c. Subject to **A.1.b.** above, the Annual Aggregate for all covered loss or damage arising out of **Flood** in a Special Flood Hazard Area (SFHA) as defined by the Federal Emergency Management Agency (FEMA) at the time of the loss: **\$ 2,500,000**

If the property that sustains physical loss or damage due to **Flood** is partially in such SFHA, then the entire property shall be deemed to be in that SFHA and the loss or damage will be subject to the Sublimit stated above.

d. Equipment Breakdown:\$ NOT COVERED

e. Named Storm: INCLUDED

2. Sublimits Applicable to Additional Time Element Coverages - Each of these Sublimits is part of, and not in addition to the Policy Limit and any Sublimits applicable to Specified Covered Causes of Loss shown in Item 6.A.1 above.

- a. **Contingent Time Element:** \$1,000,000
- b. **Extended Period of Indemnity** 180 days
- c. **Extra Expense:** \$1,000,000
- d. **Ingress & Egress:** 30 days, subject to a maximum Sublimit of \$2,500,000 and a distance limitation of 5 miles

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- e. **Interruption by Civil or Military Authority:** 30 days, subject to a maximum Sublimit of \$2,500,000 and a distance limitation of 5 miles
- f. **Rental Value:** \$1,000,000
- g. **Royalties** NOT COVERED

3. Other Sublimits: Each of these Sublimits is part of, and not in addition to the **Policy Limit** and any Sublimits applicable to Specified Covered Causes of Loss shown in Item **6.A.1** above.

- a. **Accounts Receivable:** \$ 6,000,000
- b. **Contractor's Equipment** NOT COVERED

Excluded from NMSIF property pool. Coverage is extended through a separate pass-through program.
- c. **Debris Removal:** 25.00% of covered direct physical loss or damage payable for all Insured Property, subject to a maximum Sublimit of \$5,000,000
- d. **Demolition And Increased Cost of Construction:**
 - Demolition Coverage A:** Included
 - Demolition Coverage B:** \$6,000,000
 - Demolition Coverage C:** \$6,000,000
- e. **Electronic Data and Media:** INCLUDED as per schedule on file
- f. **Errors or Omissions:** 1,000,000, including as respects **Earth Movement and Flood**
- g. **Expediting Expenses:** \$1,000,000
- h. **Fine Arts** NOT COVERED

Excluded from NMSIF property pool. Coverage is extended through a separate pass-through program.

i. Fire Brigade Charges and Extinguishing Expenses	\$500,000
j. Leasehold Interest including Leasehold Improvements and Betterments	\$250,000
k. Limited Pollution Coverage	\$250,000 Annual Aggregate
l. Ordinary Payroll	NOT COVERED
m. Miscellaneous Unnamed Locations	\$1,000,000 for 90 days
n. Newly Acquired	\$1,000,000 for 90 days
o. New Construction and Additions	\$1,000,000 including Soft Costs
p. Outdoor Property	\$2,500,000
q. Pairs or Sets	\$100,000
r. Professional Fees	\$50,000
s. Property Removed from Insured Locations	\$250,000
t. Service Interruption	\$6,000,000
u. Spoilage	\$250,000
v. Transit	\$2,500,000 per conveyance subject to a maximum sublimit of \$2,500,000 per Occurrence
w. Valuable Papers and Records	\$6,000,000
x. Fiber Optic Cables	\$1,000,000
y. Renovations and Repairs at Existing Locations	\$6,000,000

B. Maximum Amount Payable: In the event of covered loss or damage hereunder, the liability of the Fund shall be limited to the least of the following:

1. The actual adjusted amount of covered loss or damage, less applicable Deductible(s);
2. As respects each **Insured Location**, one-hundred (100%) percent of the total stated values for all categories of Insured Property and Time Element coverages

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shown for that **Insured Location** on the latest Statement of Values included in the NMSIF Self-Serve Portal prior to the time of the loss or damage; or

3. The **Policy Limit** or applicable Sublimit(s) of Liability shown in Item 6.A. or elsewhere in this **Policy**.

C. Deductibles and Qualifying Periods: In accordance with the **Policy**, the following Qualifying Periods apply to these Additional Coverages:

The Deductibles shown below apply per **Occurrence** unless otherwise stated.

- a. **Policy Deductible: Building/Contents \$2,500; Contractors Equipment \$2,500; Computers \$2,500** applicable to all covered loss or damage unless otherwise stated below or in this **Policy**.
- b. **Earth Movement: \$2,500** for all covered loss or damage arising out of **Earth Movement** (other than as set forth in this Earth Movement Deductible section).
- c. **Flood \$2,500** for all covered loss or damage arising out of **Flood** (other than as set forth in this Flood Deductible section).
- d. **Hail: \$2,500 per occurrence.**
- e. **Time Element Separate Deductibles:**
 1. **Ingress & Egress:** 24 hours
 2. **Interruption by Civil or Military Authority:** 24 hours
 3. **Service Interruption:** 24 hours

If an amount is not shown for any Deductible, then that Deductible shall not apply. Also, if an amount is not shown with respect to a part of a Deductible, then such part shall not apply, but the rest of the Deductible shall apply. When this **Policy** covers more than one **Insured Location**, the Deductible shall apply against the total loss or damage covered by this **Policy** in any one **Occurrence**, unless otherwise stated herein.

If two or more Deductible amounts provided in this **Policy** apply to a single **Occurrence**, the total to be deducted shall not exceed the largest applicable Deductible unless otherwise stated in this **Policy**. However, if a separate Property Damage Deductible and a separate Time Element Deductible apply to loss or damage in a single **Occurrence**, the Fund shall apply both Deductibles. For any coverage for which there is a waiting period or a time period before coverage commences, such period shall apply in addition to any applicable Deductible(s) set forth in this **Policy**.

COMMERCIAL PROPERTY POLICY

Various provisions in this **Policy** restrict coverage. Read the entire **Policy** carefully to determine rights, duties and what is and is not covered.

The word “Insured” means the Named Insured shown in Item **1.** of the Policy Declarations and any person or entity qualifying as a Named Insured. The word “Fund” means the Insurer providing coverage under this **Policy**. Words or phrases which appear in boldface type have special meanings as defined in the POLICY DEFINITIONS Section and elsewhere in this **Policy**.

SECTION I – COVERED CAUSES OF LOSS

A. **INSURING AGREEMENT:** Subject to all of the terms and conditions of this **Policy**, the Fund insures against all risks of direct physical loss or damage to Insured Property from a **Covered Cause of Loss**.

B. **PERILS EXCLUDED:**

Except as otherwise provided under the Additional Coverages and Additional Time Element Coverages (and in such event, only to the extent provided therein), the Fund does not insure for loss or damage caused directly or indirectly by any of the following perils. Such loss or damage is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss or damage. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area:

1. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a **Covered Cause of Loss**. However:
 - a. If fire and sprinkler leakage not otherwise excluded ensues, the Fund shall be liable for direct physical loss or damage by such ensuing fire and sprinkler leakage, but not including any loss or damage due to nuclear reaction, nuclear radiation or radioactive contamination; and
 - b. This exclusion shall not apply to direct physical loss or damage, not otherwise excluded, caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the **Insured Location**, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the **Insured Locations**.
2. War, hostile or warlike action in time of peace or war, whether or not declared, including action in hindering, combating, or defending against an actual, impending, or expected attack:
 - a. By any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or
 - b. By military, naval or air forces; or
 - c. By an agent of any such government, power, authority or force;
 - d. Any weapon employing atomic fission, fusion or radioactive force, or any weapon that disperses radioactive material or a directed-energy or electromagnetic weapon, whether in time of peace or war, whether or not its discharge was accidental; or

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- e. Insurrection, rebellion, revolution, civil war, usurped power, seizure, destruction or any action taken by governmental authority in hindering, combating or defending against any action described in this Subparagraph b; Including any consequence of Subparagraphs above of this exclusion.
- 3. Loss or damage caused directly or indirectly by **Terrorism**, whether controlled or uncontrolled, proximate or remote, sudden or over any length of time, or which is contributed to or aggravated by any other cause or event. Such **Terrorism** is excluded regardless of any other cause or event occurring concurrently or in any sequence with such **Terrorism**.
- 4. Any fraudulent or dishonest act or acts committed alone or in collusion with others: by any proprietor, partner, director, trustee, officer or employee of the Insured, or by any party to whom the property may have been entrusted (other than a carrier for hire).

However, a willful act of destruction by an employee of the Insured, or others listed above, without the knowledge of any of the Insured's proprietors, partners, directors, trustees or officers is covered.

- 5. Removal of asbestos material, except this exclusion does not apply to asbestos material when such material is part of Insured Property which sustains direct physical loss or damage caused by a **Defined Peril** at the **Insured Location**. Coverage is limited to \$25,000 per occurrence.
- 6. The actual, alleged or threatened release, discharge, escape or dispersal of **Pollutants or Contaminants**, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any **Covered Cause of Loss** under this **Policy**.

However, this exclusion shall not apply to direct physical loss or damage to Insured Property from **Pollutants or Contaminants** caused by a **Defined Peril** at the **Insured Location**, including the cost to clean-up **Pollutants or Contaminants** from Insured Property at the **Insured Location**, resulting from such loss or damage. No coverage is provided for testing or monitoring for **Pollutants or Contaminants**. For the purpose of the exception to this exclusion only, **Pollutants or Contaminants** do not include radioactive contaminants.

- 7. Lack of:
 - a. Incoming electricity, gas, fuel, steam, water or refrigeration.
 - b. **Cloud Computing Service** or data, voice or video service; or
 - c. Outgoing sewerage.
- 8. Costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.
- 9. Any functioning or malfunctioning or lack of:
 - a. The internet or similar facility; or
 - b. Any intranet or private network, computer system, computer or computing device or similar facility;

However, if direct physical loss or damage to Insured Property at an **Insured Location** from a **Defined Peril** ensues, this **Policy** shall cover such ensuing loss or damage.

- 10. Error or omission in machine programming or instructions of **Electronic Data and Media**, including, loss attributable to program design constraints, networking compatibility and original business software; all unless direct physical loss or damage not otherwise excluded by this **Policy** ensues, in which event,

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the Fund shall cover only such ensuing loss or damage.

11. Loss or damage due to any **Unauthorized Access, Unauthorized Use, Malicious Code, Magnetic Damage to Electronic Data and Media, Denial of Service Attack** or other similar peril affecting **Electronic Data and Media** or the access to or use of computer hardware, software or other components thereof; all unless direct physical loss or damage not otherwise excluded by this **Policy** ensues, in which event, the Fund shall cover only such ensuing loss or damage.
12. **Fungus, Mold or Spore**; or any spores or toxins created or produced by or emanating from such **Fungus, Mold or Spore**.
13. **Equipment Breakdown** of: (1) vehicles, draglines or excavation or construction equipment; or (2) any equipment on the foregoing.
14. Loss or damage arising out of any **Covered Cause of Loss**, Additional Coverages or Additional Time Element Coverages for which the words NOT COVERED or for which a specified amount or number of days is not shown in the Policy Declarations.

The Fund does not insure for loss or damage caused by any of the following:

- a. Delay, loss of market or loss of use.
- b. Indirect, remote or consequential loss or damage.
- c. Mysterious disappearance or loss or shortage disclosed on taking inventory or any unexplained loss.
- d. Voluntary parting with title or possession of any property, including voluntary parting which is the result of larceny, false pretenses or any other similar act.
- e. Faulty workmanship, material, construction, installation or design from any cause. However, if direct physical loss or damage not otherwise excluded by this **Policy** ensues, this **Policy** will cover only such ensuing loss or damage.
- f. Processing, fabricating, testing, packaging or other similar operations as part of manufacturing or processing of stock, materials or **Finished Goods**, including any voluntary or involuntary recall of any product for any reason; all unless direct physical loss or damage not otherwise excluded by this **Policy** ensues, in which event this **Policy** will cover only such ensuing loss or damage.
- g. Deterioration; depletion; rust; corrosion; erosion; wet or dry rot; decay; evaporation; leakage; wear and tear; animal, insect or vermin damage; inherent vice or latent defect; shrinkage or change in color, flavor, texture or finish; damages from extremes or changes of temperature; damage from changes in relative humidity; all whether atmospheric or not. However, if direct physical loss or damage not otherwise excluded by this **Policy** ensues, this **Policy** will cover only such ensuing loss or damage.
- h. Settling, cracking, shrinking, bulging or expansion of pavements, foundations, walls, floors or ceilings. However, if direct physical loss or damage not otherwise excluded by this **Policy** ensues, this **Policy** will cover only such ensuing loss or damage.
- i. Hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test to any type of electrical equipment. However, if direct physical loss or damage not otherwise excluded by this **Policy** ensues, this **Policy** will cover only such ensuing loss or damage.
- j. If **Earth Movement** and/or **Flood** is not covered, then any cause or event occurring concurrently or in any sequence with such peril(s) is also not covered, except for direct physical loss or damage to

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Insured Property caused by fire, sprinkler leakage or explosion following **Earth Movement, Flood** or **Named Storm**, whichever is applicable.

Direct physical loss or damage to Insured Property caused by fire, sprinkler leakage or explosion shall not be considered loss or damage by **Earth Movement, Flood** or **Named Storm**, whichever is applicable, within the terms and conditions of this **Policy**.

SECTION II – INSURED PROPERTY

A. **INSURED PROPERTY:** Unless otherwise excluded, this **Policy** covers the following property while on the **Insured Locations** and within 1,000 feet thereof and included in the Self-Serve portal as a covered asset:

1. Real property and personal property in which the Insured has an insurable interest
2. Improvements and betterments to buildings or structures in which the Insured has an insurable interest. Such improvements and betterments shall be considered real property;
3. Personal property, other than motor vehicles, of officers and employees of the Insured while used in the course and scope of their employment with the member insured;
4. Personal property of others in the care, custody and control of the Insured, when the Insured is under obligation to insure such property for physical loss or damage of the type insured against under this **Policy**;
5. Contractor's and vendor's interests in property of the type covered by this **Policy** to the extent of the Insured's liability imposed by law or assumed by written contract prior to the date of direct physical loss or damage. However, such interests do not extend to any Time Element coverage provided by this **Policy**.
6. Motorized Vehicles owned by or leased to the Member Insured while on premise or over the road
7. Unmanned Aerial Vehicles (Drones) up to the actual cash value to repair or replace
8. Animals this Certificate is extended to cover police dogs, police horses, or other specially trained animals used by law enforcement; livestock, or research animals maintained in the normal course of business of the Member Insured subject to perils, exclusions, and valuation sections herein. Coverage includes re- training expenses. Death from natural causes, illness or other non-work related occurrence is excluded.
9. Vehicles this Certificate is extended to cover vehicles of the Member Insured, including vehicles rented or owned by employees of the Member Insured while acting within the scope of their duties, against physical loss or damage by a covered peril during the term of this Certificate subject to the applicable deductible per occurrence.

As a condition that must be satisfied prior to extending coverage, the Member Insured must certify in writing that the employee was acting within the scope of their duties and that the claim was first tendered to the employee's personal vehicle insurance carrier. Coverage provided pursuant to this certificate is always secondary and only attaches after a Member Insured's primary coverage applies. Only upon certification by the Member Insured can they submit an Employee vehicle loss claim.

Coverage is extended but is reduced in an amount commensurate with the degree of negligence

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attributable to the employee as determined by the Risk Services Director. The claim will be subject to the applicable deductible per occurrence to be paid by the Member Insured.

B. PROPERTY EXCLUDED: Except as otherwise provided under the Additional Coverages and Additional Time Element Coverages (and in such event, only to the extent provided therein), this **Policy** does not insure against loss or damage to:

1. New buildings, structures and additions under construction, including any site preparation;
2. Materials, equipment and supplies for new buildings, structures and additions;
3. Currency, money, notes, securities, stamps, furs, jewelry, precious metals, precious stones and semi-precious stones. This exclusion does not apply to precious metals and precious or semi-precious stones used by the Insured for industrial purposes;
4. Land, land values, any substance in or on land or any alteration to the land; athletic fields, golf courses (including land on which covered property is located), site prep, and land values (except building landscaping); However, this policy does insure the following:
 - a. any manmade: dams, dikes, levees, aqueducts and other surface containments,
 - b. Fill beneath any buildings or structures;
5. Water, except water which is normally contained within any type of insured tank, piping system or other process equipment;
6. **Outdoor Property;**
7. Standing timber, growing crops
8. Watercraft, aircraft, locomotives and railroad rolling stock;
9. Property sold by the Insured under conditional sale, trust agreement, installment plan or other deferred payment plan after delivery to customers;
10. Property in transit;
11. Underground mines, caverns or mining shafts, and any property contained therein;
12. Offshore property, including offshore rigs, platforms or similar structures, and property contained therein or thereon;
13. Satellites and spacecraft
14. Bridges, tunnels, reservoirs and canals; bulkheads, pilings, docks, piers and wharves;
15. Transmission and distribution lines of every type and description, except when located on an **Insured Location** or within one-thousand (1,000) feet thereof;
16. Personal property in the care, custody, and control of the Insured when the Insured is acting as a warehouse operator, bailee for hire or a carrier for hire;
17. **Fine Arts.**
18. **Contractors Equipment**

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SECTION III – VALUATION

Unless otherwise endorsed hereon, the property, as described below, will be valued as follows:

- A. For all property other than property specifically described in Subparagraphs **B.** through **N.**, inclusive, below: Such property will be valued at the cost to repair or replace (whichever is less) at the time and place of the loss with materials of like kind and quality, without deduction for depreciation and/or obsolescence.

The Insured may elect to rebuild on another site, however the liability of the Fund is limited to the amount of loss or damage that would otherwise be payable to rebuild at the same site.

If property is not replaced, or construction procurement begun, within twelve (12) months, then the actual cash value shall apply. No payment shall be provided if the Member Insured has no intention of replacing or repairing the damaged property or if repairs have not commenced within eighteen (18) months from the date of loss.

On antique, restored, or historical buildings, the cost of acquisition, relocation to the site and renovation or reconstruction. If property is not replaced, or construction procurement begun, within twenty four (24) months, then the actual cash value shall apply. In the event of a partial loss, normal replacement cost coverage, would apply.

- B. In regards to covered vehicles, and/or unlicensed vehicles on or off premises, the Fund shall not be liable for more than the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value as determined utilizing NADA clean retail value as a base price minus 10% for salvage, if vehicle is retained.

However, in no event shall the loss exceed what it would then cost to repair or replace, whichever is less, with materials of like kind and quality, nor the amount for which the Member Insured may be liable. No payment will be provided if Member Insured has no intention of replacement or repair of damaged vehicles.

- C. Unmanned aerial system (drones): in regards to covered unmanned aerial systems and attached apparatus the Fund shall not be liable for more than the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value as determined by an independent appraiser as selected by the Fund.

- D. Animals: replacement cost with like kind and quality.

- E. Landscape: the actual replacement cost of sod, trees, shrubs, and plants; however, the Fund's liability for replacement of plants and shrubs will be limited to the actual size of the destroyed tree, plant or shrub at the time of loss, up to maximum size of 15 gallons per item. The term "landscape" does not include golf course greens, fairways, and bunkers.

- F. Stock in process will be valued at the cost of **Raw Materials** and labor expended plus the proper proportion of overhead charges.

- G. **Finished Goods** manufactured by the Insured will be valued at the regular cash selling price at the location where the loss occurs, less all discounts and charges to which the merchandise would have been subject had no loss occurred.

- H. **Raw Materials**, supplies and merchandise not manufactured by the Insured will be valued at the cost

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to replace such property.

- I. **Valuable Papers and Records** will be valued at the cost to replace or restore the property with like kind and quality including the cost to research, gather and assemble information. If not replaced, the Fund will only pay the blank value of the papers or records.

- J. **Electronic Data and Media: Electronic Data** will be valued at the cost to restore such data from duplicates to the condition that existed prior to the time of the loss. If duplicate electronic data is not available, then the **Electronic Data** will be valued at the cost to research, gather and assemble the **Electronic Data** to the condition that existed prior to the time of the loss.

Media will be valued at the lesser of the cost to repair the **Media** or replace it with blank media of like kind and quality without deduction for depreciation and/or obsolescence.

- K. Jigs and fixtures, dies, small tools and patterns will be valued at replacement cost, if replacement cost values have been reported to the Fund and if actually replaced; otherwise, such items will be valued at the replacement cost minus the proper deduction for depreciation and/or obsolescence, but not to exceed the cost to repair or replace the property with materials of like kind and quality.

- L. Leasehold improvements and betterments will be valued as follows:

1. If repaired or replaced at the expense of the Insured within two (2) years after the date of the loss, the cost to repair or replace the damaged improvements and betterments with materials of like kind and quality;
2. If not repaired or replaced within two (2) years after the date of the loss, a proportion of the Insured's original cost determined as follows:
 - a. Multiplying the original cost by the number of days from the date of loss or damage to the expiration of the lease; and
 - b. Dividing the amount determined in Subparagraph a. above by the number of days from the installation of improvements to the expiration of the lease.
 - c. If the Insured's lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure; or
3. If others pay for repairs or replacement, then no amount shall be payable.

- M. Accounts Receivable will be valued at the amount owed the Insured which the Insured is unable to collect from customers due to the loss of the Accounts Receivable, and shall include:

1. Any collection expenses over and above the normal collection costs;
2. Interest charges on any loan to offset impaired collections pending repayment of such sums that cannot be collected; and
3. The reasonable and necessary expenses incurred by the Insured to recreate Accounts Receivable records.
4. Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts shall be deducted in determining the recovery hereunder.

All amounts recovered by the Insured on Accounts Receivable for which the Insured has been paid

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by the Fund will belong and be paid to the Fund by the Insured up to the total amount of loss paid by the Fund. All recoveries in excess of such amounts will belong to the Insured.

In the event it is possible to reconstruct the Insured's Accounts Receivable records after they have been physically lost or damaged, so that no shortage in collection of Accounts Receivable is sustained, the Fund shall only be liable for the costs of the material and the time required to reconstruct such records, with the exercise of due diligence and dispatch, but only to the extent that such amounts are not covered by any other insurance.

N. Property for Sale: As respects any real property that was being offered for sale at the time of loss, the loss or damage to such property will be valued at the lesser of:

1. The cost to repair or replace the damaged property; or
2. The price at which the property is offered for sale less the market value of the land.

O. Property in Transit: In case of loss, the basis of adjustment shall be:

1. Property shipped to or for the account of the Insured shall be valued at the actual invoice to the Insured, together with such costs and charges as may have accrued and become legally due on such property;
2. Property which has been sold by the Insured and has been shipped to or for the account of the purchaser is valued at the amount of the Insured's selling invoice, including prepaid or advanced freight;
3. Property of others not under invoice shall be valued at the least of the Insured's legal liability for such property, the replacement cost or the actual market value at the point of destination on the date of the **Occurrence**, less any charges saved which would have become due and payable upon delivery at destination; or
4. Property of the Insured not under invoice shall be valued in accordance with the valuation provisions of this **Policy** applying at the location from which such property is being transported, less any charges saved which would have become due and payable upon delivery at such destination.

P. Trees, shrubs, plants and lawns will be valued at the cost to replace the property with local nursery stock.

Unless otherwise specifically stated, the Fund will compute the valuations at the time and place of the loss. All of the above shall be subject to the applicable Sublimit of Liability set forth in this **Policy**.

1. **INGRESS & EGRESS:** This **Policy** is extended to cover the actual loss of income and **Extra Expense** sustained during the period of time when partial or total physical ingress to or egress from the Insured's real or personal property is prohibited as a direct result of a **Covered Cause of Loss** to property of others, provided that such property of others is within the distance from the **Insured Location** as shown on the Policy Declarations under Ingress & Egress. There shall be no loss payable under this Additional Coverage unless the prohibition of ingress to or egress from real or personal property exceeds the Qualifying Period shown in the Policy Declarations. If the prohibition does exceed the Qualifying Period, the loss shall be measured from the date that ingress to or egress from real or personal property is prohibited and ends when ingress or egress is no longer prohibited, but no longer than the number of days for Ingress & Egress shown in the Policy Declarations. In no event shall the Fund pay more than the Sublimit shown in the Policy Declarations.

2. **INTERRUPTION BY CIVIL OR MILITARY AUTHORITY:** This **Policy** is extended to cover the actual loss of income and **Extra Expense** sustained during the period of time when an order of civil or military authority prohibits total or partial access to the Insured's real or personal property, provided such order is a direct result of a **Covered Cause of Loss** to property of others and such property of others is within the distance from the **Insured Location** as shown on the Policy Declarations under Interruption by Civil or Military Authority. There shall be no loss payable under this Additional Coverage unless the length of time the order prohibiting access to the Insured's real or personal property exceeds the Qualifying Period shown in the Policy Declarations. If the length of time of the order does exceed the Qualifying Period, the loss shall be measured from the effective date of such order and ends when the order expires, but no longer than the number of days for Interruption of Civil or Military Authority shown in the Policy Declarations. In no event shall the Fund pay more than the Sublimit shown in the Policy Declarations.

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3. **RENTAL VALUE:** As respects Insured Property held for rental to others, this **Policy** is extended to cover the loss sustained by the Insured due to direct physical loss or damage by a **Covered Cause of Loss** during the Period of Interruption but not exceeding the reduction in **Rental Value** less charges and expenses which do not necessarily continue.

Rental Value means the sum of:

- a. The total anticipated gross rental income from tenant occupancy of the **Insured Location** as furnished and equipped by the Insured including taxes, rent based on percentage of sales, and other charges paid by tenants in respect of the leased premises;
- b. The amount of all charges which, by the terms of a written lease, are the legal obligation of the tenant(s) and which would otherwise be obligations of the Insured; and
- c. The fair rental value of any portion of such property which is occupied by the Insured.

Due consideration will be given to the historic rental income and expenses prior to the loss and the probable rental income and expenses thereafter.

If a **Covered Cause of Loss** results in coverage under more than one Additional Time Element Coverage, the Fund will only pay for loss under one of them, whichever is greater.

B. ADDITIONAL EXCLUSIONS: Time Element Coverage under this **Policy** does not cover:

1. **IDLE PERIODS** - Any loss during any period in which goods would not have been produced, or business operations or services would not have been maintained, for any reason other than direct physical loss or damage from a **Covered Cause of Loss** to which this coverage applies.
2. **REMOTE LOSS** –
 - a. Any increase in loss due to the suspension, cancellation or lapse of any lease, contract, license, order or loss of market;
 - b. Any loss due to fines or damages for breach of contract or for late or non-completion of orders or penalties of whatever nature; or
 - c. Any increase in loss due to interference at the Insured's premises or the supplier's or customer's premises by strikers or other persons with rebuilding, repairing, or replacing the property damaged or destroyed, or with the resumption or continuation of business, or with the re-occupancy of such premises.

Nor shall the Fund be liable for any other consequential or remote loss, other than as specifically provided in this **TIME ELEMENT COVERAGE** Section of this **Policy**.

3. **FINISHED GOODS** - Any loss resulting from loss or damage to **Finished Goods** nor for the time required for their reproduction.
4. **TRANSIT** - Any loss resulting from loss or damage to property in transit.
5. **CONTRACTOR'S OR VENDOR'S INTERESTS** – Any loss resulting from loss or damage to contractor's or vendor's interests in Insured Property.

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SECTION V – ADDITIONAL COVERAGES

All Additional Coverages are subject to the terms and conditions of this **Policy**, including but not limited to, the Sublimits of Liability corresponding to each such Additional Coverage and any other applicable Sublimits or Deductibles shown elsewhere in this **Policy**. The Sublimits corresponding to each such Additional Coverage are the maximum amount the Fund will pay for all loss or damage arising out of such specified Additional Coverages. Such Sublimits are part of, and not in addition to the **Policy Limit** and the Specified Covered Causes of Loss Sublimits shown in Item

In addition, the maximum amount that the Fund will pay for each **Occurrence** for all loss or damage with respect to **Miscellaneous Unnamed Locations**, Newly Acquired Property or for locations for which coverage is provided under the ERRORS OR OMISSIONS Additional Coverage is the corresponding applicable Sublimit of Liability for MISCELLANEOUS UNNAMED LOCATIONS, NEWLY ACQUIRED PROPERTY or ERRORS OR OMISSIONS Additional Coverages as shown in the Policy Declarations for each such Additional Coverage regardless of any other coverage, Additional Coverages or Additional Time Element Coverages.

- A. **ACCOUNTS RECEIVABLE:** This **Policy** covers any shortage in the collection of Accounts Receivable resulting from direct physical loss or damage by a **Covered Cause of Loss** to Accounts Receivable records.

This extension of coverage does not apply to loss due to:

1. Bookkeeping, accounting or billing errors and omissions; and
2. Alteration, corruption, erasure, falsification, manipulation, concealment, destruction, or disposal of Accounts Receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property, but only to the extent of such wrongful giving, taking, obtaining or withholding.

- B. **DEBRIS REMOVAL:** This **Policy** covers the necessary and reasonable expense to remove debris consisting of Insured Property from the **Insured Location(s)** remaining as a result of direct physical loss or damage from a **Covered Cause of Loss** when the Insured gives written notice of such direct physical loss or damage to the Fund within one hundred eighty (180) days after such loss or damage. The Fund shall not be liable for any debris removal cost or expense associated with removing contaminated or polluted uninsured property, nor the **Pollutants or Contaminants** therein or thereon, whether or not such contamination results from a **Covered Cause of Loss**.

- C. **DEMOLITION AND INCREASED COST OF CONSTRUCTION:** In the event of direct physical loss or damage by a **Covered Cause of Loss** to a building at an **Insured Location** that results in the enforcement of any law, ordinance, governmental directive or standard in effect at the time of loss or damage regulating the construction, repair or use and occupancy of the property, the Fund shall pay up to the applicable Sublimits set forth in the Policy Declarations as follows:

1. **Demolition Coverage A:** In accordance with the VALUATION Section of this **Policy**, the cost to replace the undamaged portion of the damaged building as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged portion of the same building;
2. **Demolition Coverage B:** The cost to demolish and clear the site of the undamaged portion of the damaged building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged portion of the same building; and

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3. Demolition Coverage C: The increased cost of repair or replacement of the damaged building and undamaged portion of the same building, limited to the cost that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair or replacement of the damaged building. However, the Fund shall not be liable for any such increased cost unless the damaged building is actually repaired or replaced.

The Fund shall not be liable for any cost set forth above:

- a. Necessitated by the enforcement of any law or ordinance regulating any form of **Pollutants or Contaminants**; or
 - b. Incurred due to any law or ordinance with which the Insured was legally obligated to comply prior to the time of the direct physical loss or damage.
- D. **ELECTRONIC DATA AND MEDIA:** This **Policy** is extended to cover direct physical loss or damage to **Electronic Data and Media** by a **Covered Cause of Loss**. However, the Fund shall not be liable for any loss or damage arising out of **Unauthorized Access, Unauthorized Use, Denial of Service Attack, Malicious Code, Magnetic Damage to Electronic Data and Media** or **Vandalism** and **Malicious Mischief**.
- E. **ERRORS OR OMISSIONS:** This **Policy** is extended to cover direct physical loss or damage by a **Covered Cause of Loss** at locations within the **Coverage Territory** that are owned, leased or operated by the Insured, if such loss or damage is not payable under this **Policy** solely due to:
1. Any error or unintentional omission in the description of the address of the property whether made at the inception of the Policy Period or subsequent thereto; or
 2. Failure through any error or unintentional omission to:
 - a. Include any location of the Insured at the inception of the **Policy**; or
 - b. Report any newly acquired location before the period of automatic coverage expires under the **NEWLY ACQUIRED PROPERTY** Additional Coverage.

This **Policy** covers such direct physical loss or damage, to the extent it would have provided coverage had such error or omission not been made.

It is a condition of this Additional Coverage that any error or omission be reported by the Insured to the Fund when discovered and that the Insured shall pay any additional premium due.

No coverage is provided at any location for new buildings, additions or alterations in the course of construction if the Insured has failed to report such location due to an error or omission (other than inadvertent error or unintentional omission in the description of the address of the property).

There is no coverage under this Subparagraph for loss or damage which is covered under the **MISCELLANEOUS UNNAMED LOCATIONS** or **NEWLY ACQUIRED PROPERTY** Additional Coverages.

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F. **EXPEDITING EXPENSES:** This **Policy** is extended to cover reasonable and necessary expediting expenses to:

1. Make temporary repairs to Insured Property; or
 2. Expedite the permanent repair or replacement of Insured Property;
- that has sustained direct physical loss or damage by a **Covered Cause of Loss**.

G. **FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSES:** This **Policy** covers the following expenses resulting from a **Covered Cause of Loss** at an **Insured Location**:

1. Fire brigade charges and extinguishing expenses which the Insured incurs;
2. Loss and disposal of fire extinguishing materials expended. There is no coverage for any costs incurred as a result of a false alarm.

H. **LEASEHOLD IMPROVEMENTS & BETTERMENTS:** This **Policy** is extended to cover the value of undamaged tenant's improvements and betterments when the Insured's lease is cancelled by the Insured tenant or the Insured's lessor acting under a valid condition of the lease due to direct physical loss or damage to building or personal property caused by or resulting from a **Covered Cause of Loss** at an **Insured Location**. This Additional Coverage is subject to the Leasehold Interest Sublimit set forth in the Policy Declarations.

I. **LEASEHOLD INTEREST:** If Insured Property is: (1) rendered wholly or partially untenable by direct physical loss or damage to Insured Property by a **Covered Cause of Loss** during the Policy Period and (2) the Insured's lease is cancelled by a party, other than the Named Insured or an entity that has a common ownership with the Named Insured, in accordance with the conditions of the lease, then this **Policy** is extended to cover **The Interest of the Insured as Lessee** or **The Interest of the Insured as Lessor**, whichever is applicable, but only for the first three months succeeding the date of the loss and the **Net Lease Interest** shall be paid for the remaining months of the unexpired lease.

Recovery under this Additional Coverage shall be the pro-rata proportion from the date of loss to expiration date of the lease (to be paid without discount) on the Insured's interest in:

1. The amount of bonus paid by the Insured for the acquisition of the lease not recoverable under the terms of the lease; and
2. The amount of advance rent paid by the Insured and not recoverable under the terms of the lease. The following terms, wherever used in this Subparagraph, shall mean:

1. **The Interest of the Insured as Lessee** is defined as:

- a. The excess of the **Rental Value** of similar premises over the actual rent payable by the lessee (including any maintenance or operating charges paid by the lessee) during the unexpired term of the lease; and
- b. The rental income earned by the Insured from sublease agreements, to the extent not covered under any other section of this **Policy**, over and above the rental expenses specified in the lease between the Insured and the lessor.

2. **The Interest of the Insured as Lessor** is defined as the difference between the rents payable to the Insured under the terms of the lease in effect at the time of loss and the

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actual rent collectible by the Insured during the unexpired term of the lease provided the lease is canceled by the lessee, to the extent not covered under any other section of this **Policy**.

3. **Net Lease Interest** is the discounted amount that at 6% interest would be equivalent to the Insured receiving the full amount of **The Interest of the Insured as Lessee or Lessor**, whichever is applicable, for each separate month of the unexpired term of the lease.

The Fund shall not be liable for any increase of loss which may be occasioned by the suspension, lapse or cancellation of any lease or by the Named Insured exercising any option to cancel the lease. Furthermore, the Named Insured shall use due diligence including all things reasonably practicable to diminish loss under this Additional Coverage.

- J. **LIMITED POLLUTION COVERAGE:** This **Policy** is extended to cover the reasonable and necessary expense incurred to remove, dispose of, or clean-up the actual presence of **Pollutants or Contaminants** from land and water at an **Insured Location** when such land or water is contaminated or polluted due to a **Covered Cause of Loss** at that **Insured Location**. There will be no coverage unless such expenses are reported to the Fund within one hundred eighty (180) days after the date of such **Covered Cause of Loss**.

- K. **MISCELLANEOUS UNNAMED LOCATIONS:** This **Policy** is extended to cover direct physical loss or damage by a **Covered Cause of Loss** to property of the type insured under this **Policy** at **Miscellaneous Unnamed Locations** to the extent of the Insured's insurable interest. No coverage is provided for new buildings, additions or alterations in the course of construction under this **MISCELLANEOUS UNNAMED LOCATIONS Additional Coverage**.

There is no coverage under this Subparagraph for loss or damage which is covered under the **ERRORS OR OMISSIONS** or **NEWLY ACQUIRED PROPERTY Additional Coverages**.

- L. **NEW CONSTRUCTION AND ADDITIONS:** This **Policy** is extended to cover:

1. Direct physical loss or damage by a **Covered Cause of Loss** to: (i) new buildings, structures and/or additions while in the course of construction at an **Insured Location** and (ii) materials, equipment and supplies to be permanently installed in such new buildings, structures and/or additions at an **Insured Location**; and
2. **Gross Earnings** loss and **Soft Costs** incurred by the Insured during the Period of Interruption as set forth in Subparagraph **IV.A.** if such property in Subparagraph **M.1.** above sustains direct physical loss or damage by a **Covered Cause of Loss**.
3. Additional expenses which are incurred by the Insured for the purpose of continuing as nearly as practicable the scheduled progress of undamaged work, but only when such scheduled progress is impaired by direct physical loss or damage by a **Covered Cause of Loss** to new buildings, structures and/or additions while in the course of construction.

- M. **NEWLY ACQUIRED PROPERTY:** This **Policy** covers direct physical loss or damage by a **Covered Cause of Loss** to real and personal property of the type insured under this **Policy** that is rented, leased, purchased or acquired by the Insured after the inception date of this **Policy** and within

- N. **OUTDOOR PROPERTY:** This **Policy** is extended to cover direct physical loss or damage to **Outdoor Property** at the **Insured Location**, but only for loss or damage caused directly by a **Defined Peril** (other than **Windstorm or Hail**), not otherwise excluded.

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- O. **PAIRS OR SETS:** If two or more insured components or parts that comprise Insured Property are necessary for a complete object, then this **Policy** covers reduction in value of insured components or parts of such complete object due to direct physical loss or damage by a **Covered Cause of Loss** to the other insured components or parts of such complete object.
- P. **PROFESSIONAL FEES:** This **Policy** is extended to include reasonable and necessary expenses incurred by the Insured for preparing and certifying particulars or details of the Insured's claim required by the Fund for which the Fund has accepted liability in order to determine the amount of a covered loss payable under this **Policy**. This **Policy** is also extended to include reasonable and necessary fees charged by any independent property manager for handling the claim.

There shall be no coverage under this **Policy** for expenses incurred by the Insured in utilizing the services of attorneys, public adjusters, insurance agents or brokers, or any of their subsidiary, related or associated entities, except that coverage is provided for expenses incurred by the Insured for its broker's forensic accounting units. This **Policy** also excludes any fees or costs for consultation on coverage or negotiation of claims.

- Q. **PROPERTY REMOVED FROM INSURED LOCATIONS:** This **Policy** is extended to cover direct physical loss or damage to covered personal property of the Insured by a **Covered Cause of Loss** at any location within the **Coverage Territory** when such property is removed from the **Insured Locations** for the purpose of being repaired or serviced, excluding:

1. Personal property insured under another insurance policy; or
2. Personal property removed from the **Insured Locations** for normal storage or processing or preparation for sale or delivery.

- R. **SERVICE INTERRUPTION:** This **Policy** is extended to cover physical loss or damage to Insured Property and actual loss of income and **Extra Expense** sustained by the Insured arising from an interruption in: (1) incoming electricity, gas, water, steam or refrigeration; (2) the Insured's data, voice or video service; or (3) outgoing sewerage, caused by a **Covered Cause of Loss** to a service provider's property of the type insured under this **Policy** or to transmission, distribution or communication lines, situated outside the **Insured Location**.

This Additional Coverage for SERVICE INTERRUPTION shall also apply to such equipment of others situated on the **Insured Locations** but such equipment shall not be subject to the Service Interruption Sublimit set forth in the Policy Declarations.

There shall be no loss payable under this Additional Coverage unless the interruption exceeds the Qualifying Period shown in the Policy Declarations. If the loss exceeds the Qualifying Period then loss shall be measured from date and time of the interruption of service. However, such Qualifying Period does not apply if there is physical loss or damage to Insured Property caused by the interruption. The service interruption ends when: (1) incoming electricity, gas, fuel, steam, water or refrigeration; (2) the Insured's data, voice or video service; or (3) outgoing sewerage service; is restored.

This period of time shall not be cut short by the end of the Policy Period.

Notwithstanding the foregoing, the Fund will not pay for any interruption intentionally caused by the Insured or any service provider.

- a. **SPOILAGE:** This **Policy** is extended to cover the spoilage of **Perishable Goods**, including while in transit, by a **Covered Cause of Loss**. Such physical loss or damage includes spoilage of the

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Insured's **Perishable Goods** due to contamination from the release of refrigerant including, but not limited to, ammonia.

S. **TRANSIT:** This **Policy** is extended to cover direct physical loss or damage to Insured Property by a **Covered Cause of Loss**, while such property is in transit, including:

1. Personal property shipped to customers on F.O.B., C & F, or similar terms. The Insured's contingent interest in such shipments is admitted;
2. The interest of the Insured in, and legal liability for personal property of others in the actual or constructive custody of the Insured; and
3. Personal property of others sold by the Insured for which the Insured has agreed prior to loss to insure during the course of delivery.

Subject to the terms and conditions of this **Policy**, this **TRANSIT** Additional Coverage attaches from the time the property leaves the original point of shipment for the commencement of transit and covers thereafter continuously in the due course of transit until delivered at the destination, provided that the original point of shipment and the point of destination are within the **Coverage Territory**.

Permission is granted to the Insured without prejudice to this insurance to accept ordinary bills of lading used by carriers, including released and/or undervalued bills of lading and/or shipping or messenger receipts. The Insured may waive subrogation against railroads under sidetrack agreements, but the Insured shall not enter into any special agreement with carriers releasing them from their common law or statutory liability.

The following additional exclusions apply to this Additional Coverage:

1. Property insured under import or export ocean cargo policies. However, coverage on export shipments not insured under ocean cargo policies does not extend beyond the time when the property is loaded on board overseas vessels or aircraft. Coverage on import shipments not insured under ocean cargo policies does not attach until after discharge from overseas vessels or aircraft; Waterborne shipments via the Panama Canal or waterborne to and from the United States mainland, its territories and possessions, Alaska, Puerto Rico and Hawaii;
2. Shipments made by air unless via regularly scheduled passenger airlines or air freight carriers;
3. Property shipped by mail;
4. Property of others, including the Insured's legal liability therefor, hauled on vehicles owned, leased, or operated by the Insured when acting as a common or contract carrier as defined by the law or regulatory agencies in the applicable jurisdiction; or
5. Any transporting vehicle or conveyance.

T. **VALUABLE PAPERS AND RECORDS:** This **Policy** is extended to cover direct physical loss or damage to **Valuable Papers and Records** by a **Covered Cause of Loss**.

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SECTION VI – CONDITIONS

- A. **ABANDONMENT:** There can be no abandonment to the Fund of any property.
- B. **ADJUSTMENT OF LOSSES and FIRST NAMED INSURED:** Loss or damage shall be adjusted with and payable to the First Named Insured, subject to any certificates of insurance on file with the Fund which require payment to a loss payee or mortgageholder.

If this **Policy** insures more than one entity, the First Named Insured is authorized to act on behalf of all other Insureds with respect to their rights, obligations and duties under this **Policy**. Payment of loss or return premium under this **Policy** to the First Named Insured shall satisfy the Fund's obligations with respect to all Insureds.

- C. **APPRAISAL:** If the Fund and the Insured disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If the appraisers cannot agree on an umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the replacement cost and actual cash value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, it is without prejudice to the Fund's rights under the terms and conditions of the **Policy** including the Fund's right to deny the claim.

- D. **ASSIGNMENT:** The Insured may not assign this **Policy** without the Fund's prior written consent.
- E. **BRANDS AND LABELS:** If branded or labeled merchandise covered by this **Policy** is physically damaged and the Fund elects to take all or any part of such merchandise at the value established by the terms of this **Policy**, the Insured may, at its own expense, stamp "SALVAGE" on the merchandise or its containers, or may remove or obliterate the brands or labels, if such stamp, removal or obliteration will not physically damage the merchandise, but the Insured must re-label the merchandise or containers in compliance with the requirements of law.

- F. **CANCELLATION:**

1. This **Policy** can be canceled by the First Named Insured by providing the Fund with:
 - a. An advance written request for cancellation stating when the cancellation shall be effective; and
 - b. The original **Policy** or a lost policyholder release signed by the First Named Insured or its legal representative.
2. This **Policy** may be canceled by the Fund by giving written notice to the First Named Insured stating when, not less than sixty (60) days thereafter, or ten (10) days thereafter for non-payment of premium, such cancellation shall be effective. If notice is mailed, proof of mailing will be sufficient proof of notice. Payment or tender of any unearned premium due to the First Named Insured shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made in due course.

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3. If the Fund cancels, any refund due will be pro-rata. If the First Named Insured cancels, any earned premium due will be calculated in accordance with the customary short-rate table and procedure, subject to the Minimum Earned Premium shown in the Policy Declarations.
- G. **CONTROL OF DAMAGED MERCHANDISE:** This **Policy** gives the Insured control of physically damaged **Finished Goods** that have been manufactured by or for the Insured, provided that such goods have been physically damaged as a result of direct physical loss or damage by a **Covered Cause of Loss**. Under such circumstances, the Insured shall have full rights to the possession and control of all such physically damaged **Finished Goods**, provided that the Insured performs or has proper testing performed to demonstrate what property is physically damaged. The Insured, exercising reasonable judgment, will decide if the physically damaged **Finished Goods** can be reprocessed or sold. Physically damaged **Finished Goods** judged by the Insured to be fit for reprocessing or for selling will be sold or otherwise disposed of and the salvage proceeds shall be handled in accordance with the SALVAGE AND RECOVERIES Condition of this Section. These rights and obligations also are extended to merchandise that the Insured is contractually obligated by the manufacturer or designer to exercise control of the damaged merchandise as long as such obligation is in writing prior to the loss or damage.
- H. **CURRENCY:** Any amount of money specified in this **Policy**, including **Policy Limit**, Deductibles and Premium, shall be considered to be in United States dollars.
- I. **DIVISIBLE CONTRACT:** Subject to the MISREPRESENTATION AND FRAUD Condition of this Section, if any **Insured Location** includes two or more buildings or the contents of two or more buildings, the breach of any condition of this **Policy** in respect to any one or more of the buildings insured or containing the Insured Property, shall not prejudice the right to recover for direct physical loss or damage by a **Covered Cause of Loss** occurring in any building insured or containing the Insured Property where, at the time of such loss or damage, a breach of condition does not exist.
- J. **ECONOMIC AND TRADE SANCTIONS:** The Fund shall not be deemed to provide cover and the Fund shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Fund, its parent Fund or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America.
- K. **INCREASE IN HAZARD:** The Fund is not liable for any loss at an **Insured Location** to the extent that such loss is a result of or in connection with a material increase in hazard over which the Insured has control or knowledge. Any material increase in hazard at one or more **Insured Locations** will not affect coverage at other **Insured Locations** where, at the time of loss or damage, the increase in hazard does not exist.
- L. **INSPECTION AND AUDIT:** The Fund, at all reasonable times during this Policy Period, shall be permitted but not obligated to inspect the property insured by this **Policy**. Neither the Fund's right to make inspections nor the making thereof nor any report thereon shall constitute any undertaking by the Fund, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe or healthful or that they comply with any law, rule or regulation.

The Fund may also examine and audit the Insured's books and records at any reasonable time during the Policy Period and within one year after the **Policy** termination, as long as such examination and audit relate to the subject matter of this **Policy**.
- M. **MISREPRESENTATION AND FRAUD:** This entire **Policy** shall be voidable by the Fund if, whether before or after a loss, the Insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Insured therein, or

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in case of any fraud, or false swearing by the Insured relating thereto.

N. OTHER INSURANCE/EXCESS INSURANCE/UNDERLYING INSURANCE: In the event there is other insurance covering loss or damage insured under this **Policy**, then this **Policy** shall apply only as excess and in no event as contributory insurance (unless this **Policy** is specifically written to be primary or contributory insurance), and then only after all other insurance has been exhausted, whether or not such insurance is collectible. Permission is granted for the Insured to purchase excess insurance over the limits provided by this **Policy**, and underlying insurance on all or any part of the Deductibles of this **Policy**.

O. PROTECTION AND PRESERVATION OF PROPERTY: In case of actual or imminent direct physical loss or damage by a **Covered Cause of Loss**, the expenses incurred by the Insured in taking reasonable and necessary actions for the temporary protection and preservation of Insured Property shall be included in the physical loss or damage amount otherwise recoverable under this **Policy**, if any, but shall be subject to the applicable Deductible, Sublimit of Liability and the **Policy Limit**.

P. REINSTATEMENT OF LIMITS: Except for any **Covered Cause of Loss** which is subject to an Annual Aggregate limit or Annual Aggregate Sublimit of Liability, payment of a claim will not reduce the amount payable under this **Policy** for any subsequent covered loss.

Q. REQUIREMENTS IN CASE OF LOSS: The Insured shall:

1. Give prompt written notice of any loss or damage to the Fund;
2. Within sixty (60) the Insured shall provide the Fund with a proof of loss or estimation of expected completion of the proof of the loss, signed and sworn to by the Insured, stating the knowledge and belief of the Insured as to the following. :
 - a. The time and origin of the loss;
 - b. The interest of the Insured and of all others in the property;
 - c. The value of each item thereof determined in accordance with the valuation provisions of this **Policy** and the amount of loss thereto and all encumbrances thereon;
 - d. All other contracts of insurance, whether collectible or not, covering any of said property; and
3. Promptly contact the applicable authority having jurisdiction in the event a law has been broken, and promptly file a written report with such authority;
4. Protect the property from further loss or damage;
5. Separate the damaged and undamaged personal property;
6. Maintain such property in the best possible order;
7. Furnish a complete inventory of the lost, destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed;
8. Furnish all other documents or insurance policies that the Fund may reasonably require;
9. Allow the Fund to access and inspect any of the damaged or undamaged property;

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10. Submit to examination under oath at such times as may be reasonably required about any matter relating to this insurance or any claim;

11. Cooperate with the Fund in all aspects of any claim and provide the Fund with any additional information that it requires; and

- a. Any changes in the title, use, occupation, location, possession or exposures of said property subsequent to the issuance of this **Policy**, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss whether or not it then stood on leased ground.

R. SALVAGE AND RECOVERIES: All salvages, recoveries and payments (other than proceeds from subrogation and underlying insurance), will accrue entirely to the benefit of the Fund until the sum paid or payable by the Fund is recovered or reduced as applicable.

S. SERVICE OF SUIT: In the event of the Fund's failure to pay any amount claimed to be due hereunder, the Fund, at the Insured's request, will submit to the jurisdiction of a court of competent jurisdiction within the State of New Mexico. Nothing in this condition constitutes or should be understood to constitute a waiver of the Fund's rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

It is further agreed that service of process in such suit may be made upon the Risk Services Director, New Mexico Self-Insurers' Fund located at 1229 Paseo de Peralta, Santa NM, 87504, or their authorized representative, and that in any suit instituted against the Fund upon this **Policy**, the Fund will abide by the final decision of such court or of any appellate court in the event of an appeal.

T. SETTLEMENT OF CLAIMS: The amount of loss for which the Fund may be liable shall be payable within thirty (30) days after proof of loss herein required is received and accepted by the Fund and ascertainment of the amount of loss is made either by agreement between the First Named Insured and the Fund or an amount is determined by binding Appraisal in accordance with the provisions of this **Policy**.

The Fund shall have the option to take all or any part of the property at the agreed or appraised value. Alternatively, the Fund shall have the option to repair, rebuild or replace the property physically lost or damaged with other of like kind and quality, within a reasonable time, on giving notice of its intention to do so up to thirty (30) days after receipt of the proof of loss herein required.

U. SUBMISSION OF VALUES: The Insured shall provide to the Fund during the Exposure Survey period as established by the Risk Services Director, a Statement of Values which consists of the separate amounts for real property, personal property and Time Element values for each **Insured Location** calculated on the same basis as valuation under this **Policy**.

The property values shall be shown on a replacement cost basis for property which is covered on a replacement cost basis and on an actual cash value basis for other property. The value of stock and supplies shall be determined in accordance with the VALUATION Section of this **Policy** and shall be based on the approximate average of the stock and supplies on hand during the twelve (12) months immediately preceding the annual review of values. Time Element values (if applicable) shall be forwarded in accordance with the terms of the applicable Time Element provisions and projected twelve (12) months into the future.

Upon inception of this **Policy** and at each anniversary date, the Annual Premium shall be due and payable to the Fund. Receipt of said Statement of Values by this Fund shall be considered as authorization by

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the Insured for the Fund to calculate, at its discretion, premiums due for subsequent annual renewal(s).

The premium for this **Policy** is based upon the Statement of Values on file with the Fund in the Self-Serve Portal and the conclusion of the Exposure Survey period.

- V. **SUBROGATION:** The Fund may require from the Insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by the Fund, but the Fund shall not acquire any rights of recovery which the Insured has expressly waived in writing prior to loss nor shall such waiver in writing affect the Insured's rights under this **Policy**.

Any recovery as a result of subrogation proceedings arising out of an **Occurrence**, after expenses incurred in such subrogation proceedings are deducted, shall accrue to the Insured in the proportion that the Deductible amount and/or any provable uninsured loss amount bears to the entire provable loss amount.

The Insured will cooperate with the Fund and, upon the Fund's request and expense will:

1. Attend hearings and trials; and
2. Assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting suits.

- W. **SUIT AGAINST FUND:** No suit, action or proceeding for the recovery of any claim under this **Policy** shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the requirements of this **Policy**, nor unless the same be commenced within twenty four (24) months following the date of the loss, provided that if under the laws of the applicable jurisdiction such time limitation is invalid, then any such claims shall be void unless such action, suit or proceedings is commenced within the shortest applicable limit of time permitted by the laws of such jurisdiction.

- X. **SUSPENSION:** Upon the discovery of a dangerous condition with respect to **Covered Equipment**, any representative of the Fund may immediately suspend the insurance against loss from an **Accident** to such **Covered Equipment** or part thereof by notifying the Insured's representative at the **Insured Location** of such dangerous condition. Written notice of the suspension will also be mailed or delivered to the Named Insured at the address of the Named Insured shown in the Policy Declarations. The insurance so suspended may be reinstated by the Fund, but only by endorsement to this **Policy**. The Insured shall be allowed a pro-rata return of the unearned portion of the premium paid for such suspended insurance.

- Y. **TITLES OF PARAGRAPHS:** The titles in this **Policy** are solely for reference and shall not in any way affect the provisions to which they relate.

- Z. **VACANCY:** The Insured has permission to cease business operations or to have any insured building remain vacant or unoccupied, provided that fire protection, security and alarm services are maintained and written notice is given to the Fund prior to the ninetieth (90th) consecutive day of cessation of business operations, vacancy or lack of occupancy.

- a. If the member insured fails to notify the Fund and keep the property as per the requirements show above, the Fund will limit claim recovery to demolition and debris removal of the affected property.
- b. The valuation of any vacant building shall be limited to the actual cash value of the property at the time and location of the loss.

The insured building is considered vacant or unoccupied when:

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1. Such building does not contain adequate Insured Property to conduct customary business operations; or
2. Such building is no longer used by the Insured, a lessee or a sub-lessee to conduct customary business operations; provided however, this provision shall not apply to any time period when customary business operations are suspended due to circumstances that are usual to such business operations.

The Fund reserves the right to consider non-compliance with the vacancy reporting provision and all other conditions of this section when determining payment of repairs/replaces of property in the event of a covered loss.

SECTION VII – POLICY DEFINITIONS

A. **Accident** means a fortuitous event that causes direct physical loss or damage to **Covered Equipment**. The event must be one of the following:

1. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
2. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
3. Explosion of steam boilers, steam turbines, steam engines or steam pipes owned or leased by the Insured, or operated under the control of the Insured, except explosion of accumulated gases or unconsumed fuel;
4. Loss or damage to steam boilers, steam turbines, steam engines or steam pipes caused by or resulting from any condition or event inside such equipment; or
5. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

B. **Aircraft or Vehicle Impact** means physical contact of an aircraft including a drone, spacecraft, self-propelled missile or objects falling therefrom, or of a vehicle or an object thrown up by a vehicle.

C. **Average Daily Value (ADV)** means the **Gross Earnings** that would have been earned during the Period of Interruption had no loss or damage occurred, divided by the number of working days during that Period of Interruption. No reduction shall be made for the **Gross Earnings** not being earned, or in the number of working days, because of the loss or damage or any other scheduled or unscheduled shutdowns during the Period of Interruption. The **ADV** applies to the **Gross Earnings** of the entire **Insured Location**, whether or not the loss affects the entire **Insured Location**. If more than one **Insured Location** is included in the valuation of the loss, the **ADV** will be the combined value of all affected **Insured Locations**. The number of days for **ADV** indicated in the Policy Declarations will be multiplied by the **ADV** as determined above. The result shall be used as the applicable Deductible.

D. **Cloud Computing Service** means a service: (i) in the business of storing, managing and processing electronic data for which the **Insured** has a written contract and (ii) that provides access to and use of: software and/or a network of remote servers hosted away from an **Insured Location** to store, manage or process such data.

E. **Collapse** means an abrupt falling down or caving in of a building or any part of a building or structure.

F. **Corruption, Erasure or Alteration** means **Electronic Data and Media** that has been corrupted, destroyed or deleted such that the **Electronic Data and Media** can no longer be accessed or used for its

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intended purpose.

G. **Coverage Territory** means the coverage territory shown in Item 4. of the Policy Declarations.

H. **Covered Cause of Loss** means a peril or other type of loss, not otherwise excluded under this Policy.

I. **Covered Equipment** means the following:

1. Equipment that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or
2. Equipment which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

The following is not **Covered Equipment**:

1. Structure, foundation, cabinet, compartment or air supported structure or building;
2. Insulating or refractory material;
3. Sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
4. Water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
5. Vehicle or any equipment mounted on a vehicle;
6. Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
7. Dragline, excavation or construction equipment; or
8. Equipment manufactured by the Insured for sale.

J. **Defined Peril** means fire; lightning; explosion; **Windstorm or Hail; Smoke; Aircraft or Vehicle Impact; Riot, Strike or Civil Commotion; Vandalism and Malicious Mischief; Collapse or Leakage From Fire Protection Equipment.** **Defined Peril** also includes **Equipment Breakdown**, provided that **Equipment Breakdown** is covered under this Policy.

K. **Denial of Service Attack** means an attack that sends an excessive volume of electronic data to computer hardware, software or any components thereof which prevents those who are authorized to do so from gaining access to or using such computer hardware, software or any components thereof.

L. **Earth Movement** means any natural or manmade:

1. Earthquake, including any earth sinking, rising or shifting related to such event;
2. Landslide, including any earth sinking, rising or shifting related to such event;
3. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
4. Earth sinking, rising, or shifting, including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of real or personal property. Soil conditions include, but are not limited to, contraction, expansion, freezing, thawing, erosion, improperly compacted soil

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and the action of water under the ground surface;

5. Shocks, tremors, mudslide, mud flow, rock falls, volcanic eruption, sinkhole collapse or subsidence;
or
6. Tsunami arising out of any of the above.

M. **Electronic Data and Media** consists of:

1. **Electronic Data**, meaning data, messages, information, coding, programs, instructions or software stored in a form suitable for communications, storage or processing by electronic, electromechanical, electromagnetic data processing or electronically controlled production equipment; and
2. **Media**, meaning the electronic storage media upon which **Electronic Data** is stored.

Electronic Data and Media does not include **Valuable Papers and Records**.

N. **Equipment Breakdown** means damage that is the direct result of an **Accident**.

O. **Fine Arts** means paintings, etchings, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains and similar property of rarity, historical value, or artistic merit, excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money and securities. **Fine Arts** does not include any item which would qualify as **Valuable Papers and Records**.

P. **Finished Goods** means stock manufactured or processed by the Insured, which is in final packaging and ready for shipment or sale to the Insured's customers.

Q. **Flood** means, whether natural or manmade, flood waters, surface water, waves, tide or tidal water, overflow or rupture of a dam, levy, dike or other surface containment structure, storm surge, the rising, overflowing or breaking of boundaries of natural or manmade bodies of water, or the spray from any of the foregoing, all whether driven by wind or not. A tsunami shall not be considered a **Flood**.

R. **Fungus, Mold or Spore** means:

Fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including **Mold(s)**, rusts, mildews, yeast, smuts and mushrooms.

Mold includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s).

Spore includes any dormant or reproductive body produced by or arising or emanating out of any **Fungus, Mold(s)**, mildew, plants, organisms or microorganisms.

S. **Hail** means precipitation consisting of concentric layers of clear ice or compact snow.

T. Insured Location(s) means:

1. The location(s) within the **Coverage Territory** described in the most recent Statement of Values on file with the Fund, **Miscellaneous Unnamed Locations** and locations as covered by the ERRORS OR OMISSIONS and NEWLY ACQUIRED PROPERTIES Additional Coverages;
2. Unless otherwise set forth in the Statement of Values, each such **Insured Location(s)** shall be comprised of any building, yard, dock, wharf, pier or bulkhead or any group of the foregoing bounded on all sides by public streets, clear land space or open waterways, each not less than fifty (50) feet wide. Any bridge or tunnel crossing such street, space or waterway shall render such separation inoperative for the purpose of this definition.

U. Leakage From Fire Protection Equipment means direct physical loss or damage from:

1. Water or other substances discharged from within any part of the **Fire Protection Equipment** for the **Insured Location** or for any adjoining locations; and/or
2. Collapse or fall of tanks forming a part of the **Fire Protection Equipment** or the component parts or supports of such tanks.

The term **Fire Protection Equipment** includes tanks, water mains, hydrants or valves, and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:

1. Branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
2. Any underground water mains or appurtenances located outside of the **Insured Location** and forming a part of the public water distribution system; or
3. Any pond or reservoir in which the water is impounded by a dam.

V. Magnetic Damage to Electronic Data and Media means the **Corruption, Erasure or Alteration** of **Electronic Data and Media** through magnetism of any kind or description from any source.

W. Malicious Code means a corrupting or a harmful piece of code which infiltrates computer hardware, software or any components thereof.

X. Miscellaneous Unnamed Location(s) means a location(s) in the **Coverage Territory** that has not been included in the most recent Statement of Values on file with the Fund and has not been reported to the Fund as may be required in the **Policy** provisions elsewhere. Such locations shall be comprised as set forth in Subparagraph **V.2.** of the POLICY DEFINITIONS Section of this **Policy**.

Y. Named Storm means a storm that, at any time, has been declared by the United States National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone, Tropical Storm or Tropical Depression, including any status or designation change with respect to such storm.

Z. Occurrence means any one accident, loss, disaster, casualty, incident or series of accidents, losses, disasters, casualties or incidents, including all resultant or concomitant insured losses, not otherwise excluded by this **Policy** and with respect to:

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1. Occurrence must occur during the Policy Period.

When the term applies to loss or losses from the perils of **Windstorm or Hail; Named Storm; Riot, Strike or Civil Commotion; Vandalism and Malicious Mischief; Earth Movement; Flood or Terrorism**, to the extent any such peril(s) are covered, all losses arising from such peril(s) occurring during a continuous period of seventy-two (72) hours shall be deemed to be a single **Occurrence**. The Insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the time when the first loss occurs to the Insured Property, but no two such 72 hour periods shall overlap.

If the **Occurrence** commences during the Policy Period, then the Fund shall treat the entire **Occurrence** as occurring during the Policy Period.

AA. Outdoor Property means outdoor: (i) lawns (including fairways, greens and tees), trees, shrubs, plants; and (ii) walkways, roadways, patios or other paved surfaces, including the fill beneath such paved surfaces.

BB. Perishable Goods means personal property: (i) maintained under controlled conditions for its preservation; and (ii) susceptible to loss or damage if the controlled conditions are not maintained.

CC. Policy means the policy, the Policy Declarations and any extensions or endorsements hereto.

DD. Policy Limit means the limit of liability shown in Item **6.** of the Policy Declarations.

EE. Pollutants or Contaminants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, virus, or hazardous substances listed in applicable environmental state, federal or foreign law or regulation, or as designated by the U.S. Environmental Protection Agency or similar applicable state or foreign governmental authority. Waste includes materials to be recycled, reconditioned or reclaimed. **Pollutants or Contaminants** does not include **Fungus, Mold or Spore**.

FF. Raw Materials means materials and supplies in the state in which the Insured receives them for conversion by the Insured into **Finished Goods**.

II. Riot, Strike or Civil Commotion means riot or civil commotion including, but not limited to:

1. Acts of striking employees while occupying an **Insured Location**; and
2. Pilferage or looting occurring at the time and place of a riot or civil commotion.

JJ. Smoke means loss or damage ensuing from a sudden and accidental release of smoke. The peril of **Smoke** does not include loss or damage caused by smoke from agricultural smudging or industrial operations.

KK. Soft Costs means the reasonable and necessary:

1. Amount of actual interim or construction financing interest, including loan fees and other one-time charges incurred to negotiate a new construction loan and/or extend the existing one;
2. Real estate taxes and ground rent, if any;
3. Advertising and promotional expenses;
4. Cost of additional commissions;

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5. Fees for architects, surveyors, legal services, consulting engineers or other fees not otherwise covered under this **Policy**;
6. Project administration expense, but not including development fees; and
7. Insurance premiums.

LL. **Terrorism** means the use or threatened use of force or violence against a person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm:

1. A government;
2. The civilian population of a country, state or community; or
3. Disrupt the economy of a country, state or community.

So long as the Terrorism Risk Insurance Act of 2002, and any revisions, reauthorizations or amendments thereto is in effect (the "Act"), **Terrorism** includes a certified act of terrorism defined by Section 102. Definitions of the Act.

MM. **Unauthorized Access** means the gaining of access to computer hardware, software or any components thereof by an unauthorized person.

NN. **Unauthorized Use** means the use of computer hardware, software or any components thereof by any person in an unauthorized manner.

OO. **Valuable Papers and Records** means documents that are written, printed or otherwise inscribed. These include:

1. Books, manuscripts, abstracts, maps and drawings; film and other photographically produced records, such as slides and microfilm;
2. Legal and financial agreements such as deeds and mortgages;
3. Addressograph plates; and
4. Any data stored on printouts or punched cards.

Valuable Papers and Records does not include money and securities, **Fine Arts** or **Electronic Data and Media**.

PP. **Vandalism and Malicious Mischief** means willful and malicious damage to, or destruction of, Insured Property. **Vandalism and Malicious Mischief** does not include loss or damage caused by or resulting from theft, except for real property loss or damage caused by the breaking or exiting of burglars.

QQ. **Windstorm or Hail** means the direct action of wind or the direct action of **Hail**, whether accompanied by wind or not. However, **Windstorm or Hail** does not mean:

1. Loss or damage caused by or resulting from frost or cold weather, ice (other than **Hail**), snow or sleet, whether driven by wind or not;

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2. Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by rain, snow, sand, or dust, whether driven by wind or not, unless the building or structure first sustains wind or **Hail** damage to its roof or walls through which the rain, snow, sand or dust enters; or
3. Loss or damage caused when the weight of snow, rainwater, ice or sleet is a contributing factor to the fall or **Collapse** of a building or structure or any part thereof, whether driven by wind or not.

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ENDORSEMENT #001

TERRORISM EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

This insurance does not cover loss or damage caused directly or indirectly by **terrorism** whether controlled or uncontrolled, proximate or remote, sudden or over any length of time, or which is contributed to or aggravated by any other cause or event. Such **terrorism** is excluded regardless of any other cause or event occurring concurrently or in any sequence with such **terrorism**.

As used herein, **terrorism** means the use or threatened use of force or violence against a person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm:

- a.** A government;
- b.** The civilian population of a country, state or community; or
- c.** Disrupt the economy of a country, state or community.

So long as the Terrorism Risk Insurance Act of 2002, and any revisions or amendments thereto is in effect (the "Act"), **terrorism** includes a certified act of terrorism defined by Section 102. Definitions of the Act.

All other terms and conditions of the Policy remain the same.

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ENDORSEMENT #002

ELECTRONIC DATA ENDORSEMENT A

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

- a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril. Listed Perils: Fire, Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed \$6,000,000 any one loss, incurred by the Assured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

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ENDORSEMENT #003

EQUIPMENT BREAKDOWN EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any of the following:

1. Electrical injury or disturbance to electrical appliances, devices, or wiring caused by artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances, or wires.
2. Mechanical breakdown, including rupture or bursting caused by centrifugal force.
3. Explosion, rupture, or bursting of steam boilers, steam pipes, steam engines, or steam turbines owned or leased by the Insured, or operated under the control of the Insured.
4. Any condition or event inside any steam boilers, steam pipes, steam engines, or steam turbines that causes loss or damage to such equipment.
5. Any condition or event inside any hot water boilers or other water heating equipment that causes loss or damage to such boilers or equipment.

However, if direct physical loss or damage not otherwise excluded by this Policy ensues from any of the excluded causes of loss enumerated in Paragraphs 1 - 5 above, the Fund shall cover only such ensuing loss or damage.

All other terms and conditions of the Policy remain the same.

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ENDORSEMENT #004

MAXIMUM AMOUNT PAYABLE AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided by this **Policy**:

Item **6.B.** of the Declarations is deleted in its entirety and replaced with the following:

B. Maximum Amount Payable: In the event of covered loss hereunder, the liability of the Fund shall be limited to the least of the following:

1. The actual adjusted amount of loss, less applicable Deductible(s), or
2. The **Policy Limit** or applicable Sublimit(s) of Liability shown in Item **6.A.** or elsewhere in this **Policy**.

All other terms and conditions of the **Policy** remain the same.

ENDORSEMENT #005

JOINT LOSS AGREEMENT

This endorsement modifies insurance provided by the **Policy**:

In the event of direct physical loss or damage to Insured Property at an **Insured Location** that is also a location for which coverage is provided under an Equipment Breakdown or Boiler & Machinery Insurance policy (hereinafter referred to as "Boiler & Machinery Insurance policy") and there is a disagreement between the Insurers with respect to:

1. Whether such loss or damage was caused by a **Covered Cause of Loss** under this **Policy** or by an accident insured by such Boiler & Machinery Insurance policy; or
2. The extent of participation of this **Policy** and of such Boiler & Machinery Insurance policy in a loss which is insured against, partially or wholly, by any one or all of said policies;

The Fund shall, upon written request of the First Named Insured, pay to the First Named Insured one-half of the amount of the loss which is in disagreement, but in no event more than the Fund would have paid if there had not been both insurance policies in effect, subject to the following conditions:

1. The amount of the loss which is in disagreement, after making provisions for any undisputed claims payable under the said policies and after the total amount of the loss is agreed upon by the First Named Insured and Insurers, is limited to the minimum amount remaining payable under either this **Policy** or the Boiler & Machinery Insurance policy;
2. The Boiler & Machinery insurance Fund shall simultaneously pay to the First Named Insured one-half of said amount which is in dispute;
3. The payments by the Insurers hereunder and acceptance of the same by the First Named Insured signify the agreement of the Insurers to submit to and proceed with arbitration within 90 days of such payments;
4. The arbitrators shall be three in number, one of whom shall be appointed by the Boiler & Machinery insurer and one of whom shall be appointed by this Fund and the third appointed by consent of the other two. If they cannot agree, either may request that the selection be made by a judge of a court having jurisdiction. The arbitrators will determine the amount of loss or damage payable by each Insurer. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two of the three arbitrators shall be final and binding on the Insurers. Judgment upon such award may be entered in any court of competent jurisdiction;
5. Each party will pay its chosen arbitrator and bear the other expenses of the arbitration and umpire equally;
6. The First Named Insured agrees to cooperate in connection with such arbitration but not to intervene therein; and
7. The provisions of this Endorsement shall not apply unless such other policy issued by the Boiler & Machinery insurance Fund contains a provision, by endorsement or otherwise, substantially similar to this endorsement.

All other terms and conditions of the **Policy** remain the same.

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ENDORSEMENT #007

SHARED COVERAGE ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

- I. The **Policy Limit** included at Item 6. of the Policy Declarations is deleted in its entirety and replaced with the following:

Item 6. Policy Limit: \$6,000,000 is the maximum liability in any one **Occurrence** as a result of all covered loss or damage regardless of the number of Insureds (whether or not referred to or made part of this Policy, as an Insured, Additional Insured, Named Insured or Additional Named Insured)(hereinafter, collectively referred to as **Insureds** in this endorsement), **participating insurers, Insured Locations**, coverages, or **Covered Causes of Loss** under this Policy. The Fund's participation is less than this **Policy Limit**.

- II. The first paragraph of Item **6.A., Sublimits of Liability** of the Policy Declarations is deleted in its entirety and replaced with the following:

A. Sublimits of Liability: The Sublimits of Liability stated in this **Policy** are part of and not in addition to the **Policy Limit** and any Sublimits of Liability shown in Item **6.A.** below. The Sublimits of Liability are: (1) the maximum amount recoverable under this **Policy** for all covered loss or damage arising out of the specific perils or coverages and/or (2) the maximum number of days payable under this **Policy** for all covered loss or damage for a specific coverage, regardless of the number of **Insureds, participating insurers, Insured Locations**, coverages or **Covered Causes of Loss** under this **Policy**. The Fund's participation is less than the Sublimits of Liability shown on the Policy Declarations.

- III. The following provisions are added to the Policy Declarations and apply to the **Policy Limit** and Sublimits of Liability:

SHARED COVERAGE

All coverage under this **Policy** is provided on a shared basis. In the event of a single **Occurrence** that gives rise to a claim from more than one individual **Insured**, it is possible that the applicable **Policy Limit** or Sublimit of Liability (whether on a per **Occurrence** or Annual Aggregate basis), will be insufficient to fully indemnify all of the individual **Insureds'** claims.

In such event, the Fund shall adjust the loss with the Fund and shall make the appropriate payment to the Fund which shall have the sole responsibility for equitable division of such total or partial claim payment(s). If the applicable **Policy Limit** or sublimit is insufficient, the amount recoverable by each individual **Insured** will be as allocated by the Fund.

As a result, a delay in the reporting of claims by any **Insured** could reduce or eliminate such **Insured's** recovery under this **Policy**.

Furthermore, any Annual Aggregate Sublimit of Liability may even be exhausted or reduced by the prior payment of claims arising out of separate **Occurrences** in the same Policy Period. As a result, it is possible that there may be no remaining limit available to pay a specific **Insured's** claim under the **Policy**.

IV. The Occurrence definition of the DEFINITIONS Section is deleted in its entirety and replaced with the following:

- **Occurrence** means any one accident, loss, disaster, casualty, incident or series of accidents, losses, disasters, casualties or incidents, including all resultant or concomitant insured losses, not otherwise excluded by this **Policy** and with respect to:
 - a. **Terrorism** (to the extent **Terrorism** is covered), arises out of the same or related purpose or cause; or
 - b. Covered perils other than **Terrorism**, arises out of a single event or originating cause.

The **Occurrence** must occur during the Policy Period.

When the term applies to loss or losses from the perils of **Windstorm or Hail, Named Storm, Riot, Strike or Civil Commotion, Vandalism and Malicious Mischief, Earth Movement, Flood or Terrorism**, to the extent any such peril(s) are covered, all losses arising from such peril(s) occurring during a continuous period of 72 hours shall be deemed to be a single **Occurrence** regardless of the number of **Insureds** or **Insured Locations** involved in the **Occurrence**. The Insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the time when the first loss occurs to the Insured Property, but no two such 72 hour periods shall overlap.

If the **Occurrence** commences during this Policy Period, then the Fund shall treat the entire **Occurrence** as occurring during this Policy Period.

V. The following is added to the DEFINITIONS Section of the **Policy**:

- **Participating insurer** shall mean any insurer or other entity including, a captive or entity under a self-insured program, that shares in the liabilities under any policy or program related to the coverage provided under this **Policy**.

All other terms and conditions of the Policy remain the same.

Endorsement #008

COMBINED BUSINESS INTERRUPTION, EXTRA EXPENSE, AND TUITION FEES

- A.** This Certificate is extended to cover against loss caused by the perils covered by this Certificate, resulting directly from:
1. Necessary interruption of the Member Insured's business and the consequent reduction in gross earnings, and loss of tuition, caused by damage to or destruction of real or personal property, except finished stock at any covered location; or
 2. Necessary extra expense, as hereinafter defined, incurred by the Member Insured in order to continue as nearly as practicable the normal operation and normal gross earnings of the Member Insured's business following damage to or destruction of real or personal property.
- B.** In the event of a loss, the Fund shall be liable for additional expense which occur after 72 hours following the loss, including:
1. The actual loss sustained by the Member Insured resulting directly from such interruption of business, but not exceeding the reduction in gross earnings and tuition less charges and expenses which do not necessarily continue during the interruption of business (hereinafter referred to as "loss of earnings"), at any covered location; or
 2. Such necessary extra expense incurred by the Member Insured for only such length of time (hereinafter referred to as the "period of interruption") as would be required with the exercise of due diligence and dispatch to rebuild, repair, or replace such part of the property herein described as has been damaged or destroyed, commencing with the date of such damage or destruction.
- C.** Resumption of operations is:
1. Applicable to loss of earnings and tuition, if the Member Insured could reduce the loss by:
 - a. Complete or partial resumption of operation at the location herein described, whether damaged or not, or elsewhere;
 - b. Making use of merchandise or other property at the location described herein or elsewhere; or
 - c. Making use of stock (raw, in process, or finished) at the location herein described or elsewhere, such reduction shall be taken into account in arriving at the amount of loss hereunder.
 2. Applicable only to extra expense: as soon as practicable, the Member Insured shall resume normal operations of the business and shall dispense with such extra expense.
- D.** For the purpose of this coverage, "gross earnings" are defined as the sum of:
1. total net sales value of production;
 2. total net sales of merchandise;
 3. total net value of permit and license fees; and
 4. other earnings derived from operations of the business, less the cost of:
 - a. raw stock from which such production is derived;
 - b. supplies consisting of materials consumed directly in the conversion of such raw stock into finished stock or in supplying the services sold by the Member Insured;
 - c. merchandise sold, including packaging materials therefore, and

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- d. services purchased from outsiders (not employees of the Member Insured) for resale which do not continue under contract. Due consideration shall be given to the experience of the business before the date of damage or destruction and the probable experience thereafter had no loss occurred.
- E. Extra expense: wherever used in this coverage, is defined as the excess, if any, of the costs incurred during the period of interruption, chargeable to the operation of the Member Insured's business, over and above the costs that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of interruption, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder. Administrative project costs are not considered extra expense.
- F. Tuition: for the purpose of this coverage, it is defined as that portion of "gross earnings" as defined above, which is tuition, fees, and other earnings from students of the Member Insured. Any claim for reduction in gross earnings shall be reduced by the amount of any claim for loss of tuition based on the same damage or destruction of real or personal property, except for that portion of any claim for loss of tuition which relates to the extension of the length of time applicable to loss of tuition beyond the period of interruption applicable to gross earnings as provided above.
- G. Finished stock: the Fund shall not be liable for any loss of earnings resulting from damage or destruction of finished stock nor for the time required to reproduce said finished stock; however, this Certificate covers such expense, in excess of normal, as would necessarily be incurred in replacing any finished stock used by the Member Insured to reduce loss of earnings under this Certificate.

Such Period of Interruption includes the time necessary, with the exercise of due diligence and dispatch:

1. To restore stock in process to the same state of manufacture in which it stood at the time of the initial interruption of production or suspension of business operations or services;
 - a. To replace physically damaged or destroyed mercantile stock necessary to resume operations; and
 - b. To replace **Raw Materials** and supplies in order to continue operations.

However, the inability to procure destroyed mercantile stock or suitable **Raw Materials** and supplies to replace similar stock or materials and supplies physically damaged or destroyed shall not increase the Period of Interruption.

For property in the Course of Construction: The period of time between the anticipated date of completion and the actual date on which occupancy or commercial service can commence with respect to new buildings, structures or additions under construction with the exercise of due diligence and dispatch, but only with respect to any delay related to covered loss to such property under this **Policy**.

The Period of Interruption does not include any additional time:

1. Required for restaffing or retraining employees;
2. Due to the Insured's inability to resume operations for reasons other than those enumerated in Subparagraphs a. through c., inclusive, above; or

3. Required for making change(s) to the buildings, structures or equipment for any reason except as provided in the Demolition and Increased Cost of Construction coverage, if such coverage is provided by this **Policy**.

In determining the amount of loss payable under this coverage, due consideration shall be given to the experience of the business before the Period of Interruption and the probable experience thereafter had no loss occurred, and to the continuation of only those normal charges and expenses that would have existed had no interruption of production or suspension of business operations or services occurred. Due consideration shall also be given to any sales which are made up within a reasonable period of time, not limited to the period during which business is interrupted.

There is no coverage for any portion of the Insured's Ordinary Payroll

H. EXPENSE TO REDUCE LOSS: Coverage is provided for expenses necessarily incurred by the Insured in reducing its **Gross Earnings** loss otherwise payable hereunder, but in no event shall this Company be liable for an amount greater than the **Gross Earnings** loss that otherwise would have been payable.

I.

J. Extension of coverage interruption by civil authority, this Certificate is extended to include:

1. The actual loss sustained by the Member Insured, resulting directly from loss of earnings as covered hereunder; or
2. Necessary extra expense incurred by the Member Insured as covered hereunder, during the length of time, not exceeding thirty (30) days, when access to premises covered by this Certificate is specifically prohibited by order of civil authority: as a direct result of damage to or destruction of adjacent property by perils covered against; or as a direct result of a bomb threat to covered premises.

K. Additional exclusions and limitations:

1. applicable to loss of earnings and tuition resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the perils covered against. The length of time for which the Fund shall be liable hereunder is for the lesser of: thirty (30) consecutive calendar days; or the length of time that would be required to rebuild, repair, replace, or restore such property herein described as has been damaged or destroyed.
2. Applicable to loss of earnings and tuition, the Fund shall not be liable for any increase of loss resulting from the suspension, lapse, or cancellation of any lease, license, contract, or order unless such results directly from the interruption of business, and then the Fund shall be liable for only such as affects the Member Insured's earnings during, and limited to, the period of indemnity covered under this Certificate.
3. Applicable only to any extra expense, the Fund shall not be liable for the cost of repairing or replacing any of the real or personal property herein described, nor for the cost of research or other expense necessary to replace or restore damaged or destroyed records, including media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, that have been damaged or destroyed by the covered perils, except cost in excess of normal cost of such repair, replacement, or restoration necessarily incurred for the purpose of reducing loss under this

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Certificate. In no event shall such excess cost exceed the amount by which the total extra expense loss otherwise payable under this Certificate so thereby reduced.

4. The Fund shall not be liable for any increase of loss of earnings, tuition, nor for any extra expense resulting from interference at the described premises, by strikers or other persons, with rebuilding, repairing, or replacing the property or with the resumption or continuation of business, nor shall the Fund be liable for any other consequential or remote loss.

L. Definitions

1. "raw stock" means material in the state in which the Member Insured receives it for conversion by the Member Insured into finished stock.
 2. "stock in progress" means raw stock which has undergone any aging, seasoning, mechanical, or other process of manufacturing at the location herein described but which has not become finished stock.
 3. "finished stock" means stock manufactured or processed by the Member Insured which in the ordinary course of the Member Insured's business is ready for packaging, shipment, or sale.
 4. "merchandise" means goods kept for sale by the Member Insured which are not the product of manufacturing operations conducted by the Member Insured.
 5. "normal" means the condition that would have existed had no loss occurred.
- K. Requirements in case loss occurs:** the Member Insured shall render to the Fund a proof of loss, signed and sworn to by an authorized official of the Member Insured as soon as practicable after the loss becomes known, stating the knowledge and belief of the Member Insured as to the following:

1. the time and origin of the property damage or destruction causing the loss of earnings, loss of tuition, or extra expense;
2. the interest of the Member Insured and of all others in the business;
3. all other contracts of insurance, whether valid or not, covering in any manner the loss covered by this Certificate; and
4. by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of damage or destruction, and shall furnish a copy of all the descriptions and schedules in all policies, the actual amount of business interruption value, and loss of earnings, loss of tuition, or extra expense claimed, accompanied by detailed exhibits of all values, costs, and estimates upon which such amounts are based.

- L.** The Member Insured, as often as may be reasonably required, shall exhibit to any person designed by the Risk Services Director all that remains of any property herein described, and submit to examination under oath by any person named by the Risk Services Director, and subscribe the same; and, as often as may be required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by the Risk Services Director or their representative, and shall permit extracts and copies thereof to be made.

Endorsement #009

Exclusion

PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION

This policy does not insure any loss, claim or injury based upon, directly or indirectly arising out of, or resulting from polypolyfluoroalkyl and perfluoroalkyl substances (PFAS), including, but not limited to, perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, C8, ADONA, perfluorooctanesulfonyl fluoride, polytetrafluoroethylene, perfluorononanoic acid or ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals, related higher homologue chemicals, or any other chemical included on the U.S. Environmental Protection Agency's PFAS Research list, including additions and amendments thereto.

Endorsement #010

COMMUNICABLE DISEASE ENDORSEMENT

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently, and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - a. for a Communicable Disease, or
 - b. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

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Rio Metro Regional Transit District

Statement of Revenues and Expenditures

From 7/1/2022 Through 6/30/2023

← FY2023 Actuals

		Current Period Actual
Revenues		
Federal Revenue	40000	8,153,454.77
State Revenue	40100	30,077.19
GRT Transit Revenue	40400	18,880,545.24
Special Projects Revenue	41000	611,369.75
Advertising Revenue	41050	62,109.59
MRCOG Revenue	42000	44,623.73
Misc Revenue	49999	31,899.00
Total Revenues		<u>27,814,079.27</u>
Expenses		
MRCOG Salaries	51300	2,723,263.57
MRCOG Benefits	51310	1,367,088.46
MRCOG Accrued Leave	51315	953,096.87
Services - Professional Service	52500	288,830.26
Services - Advertising/Media	52501	265,164.35
Services - Drug & Alcohol Testing	52503	5,852.99
Services - Legal	52504	19,260.74
Services - Other	52505	193,952.18
Services - Printing & Reproduction	52507	37,869.10
Services - Towing	52508	228.03
Services - All Aboard America	52509	1,722,064.52
Services - ABQ Ride	52510	5,000,000.00
Services - MPO Transportation	52512	200,000.00
Services - Purple Route Park & Ride	52513	197,417.82
Services - Licensing & Fees	52517	7,829.64
Comm - IT Communications	53100	34,271.86
Comm - Comp & Software Maint	53101	107,043.47
Comm - Dispatch Services	53102	21,142.21
Utilities - Public Service	53200	23,448.93
Utilities - Garbage Collection	53201	2,005.74
Travel - Employee In-State	53320	4,758.95
Travel - Employee Out-of-State	53325	25,135.11
Other - MRCOG Alloc Indirect	53400	1,518,977.69
Other - Equipment under \$5000	53401	70,790.14
Other - Supplies (Consumables)	53402	60,391.75
Other - Uniforms	53403	9,647.46
Other - Meeting Expenses	53404	3,712.79
Other - Insurance	53405	407,998.86
Other - Employee Membership/License	53406	1,648.80
Other - Business Membership Fees	53407	11,577.15
Other - Postage	53408	272.70
Other - Registration & Tuition	53409	28,600.22
Other - Fuel & Lubricants	53410	228,696.42
Other - Tires & Tubes	53411	20,766.10
Other - Repair & Maintenance (General)	53412	620,192.27
Other - Subscriptions	53413	4,767.75
Other - Repair & Maintenance (Facility)	53414	55,052.93
Other - Service Fee	53490	6.55
Other - Emergency Preparedness	53495	52,398.54
Herzog - Security	53617	222,673.92
Capital - Administrative Buildings	53704	4,437,708.01

Rio Metro Regional Transit District
Statement of Revenues and Expenditures
From 7/1/2022 Through 6/30/2023

		Current Period Actual
Capital - Revenue Vehicles	53706	511,052.00
Capital - Service Vehicles Non-Revenue	53707	101,832.00
Recon Items - Building Lease	53802	56,744.10
Recon Items - Rental Expenses	53805	17,885.00
Total Expenses		<u>21,643,117.95</u>
Revenues over Expenditures		<u>6,170,961.32</u>
Other Financing Sources (Uses)		
Transfer In	61201	12,739,584.62
Transfer Out	61205	<u>(12,739,584.62)</u>
Total Other Financing Sources (Uses)		<u>0.00</u>
Beginning Fund Balance		
Unreserved Fund Balance	30100	<u>24,286,812.01</u>
Total Beginning Fund Balance		<u>24,286,812.01</u>
Ending Unreserved Fund Balance		<u>30,457,773.33</u>

Rio Metro Regional Transit District

Statement of Revenues and Expenditures - Unposted Transactions Included In Report

From 7/1/2023 Through 6/30/2024 ← FY2024 Actuals

		Current Period Actual
Revenues		
Federal Revenue	40000	6,592,159.98
State Revenue	40100	3,281.13
GRT Transit Revenue	40400	19,978,620.20
Special Projects Revenue	41000	100,352.32
Advertising Revenue	41050	157,130.74
Interest Income - Bank	49010	207,557.33
Misc Revenue	49999	(30,000.00)
Total Revenues		<u>27,009,101.70</u>
Expenses		
MRCOG Salaries	51300	3,472,925.21
MRCOG Benefits	51310	1,707,542.28
MRCOG Accrued Leave	51315	977,878.50
Services - Professional Service	52500	143,636.96
Services - Advertising/Media	52501	280,556.72
Services - Audit	52502	45,202.51
Services - Drug & Alcohol Testing	52503	4,227.41
Services - Legal	52504	1,349.86
Services - Other	52505	172,289.77
Services - Printing & Reproduction	52507	40,128.98
Services - Towing	52508	1,215.11
Services - All Aboard America	52509	1,742,667.38
Services - ABQ Ride	52510	4,500,000.00
Services - MPO Transportation	52512	200,000.00
Services - Purple Route Park & Ride	52513	177,503.74
Comm - IT Communications	53100	50,556.71
Comm - Comp & Software Maint	53101	61,171.03
Comm - Dispatch Services	53102	58,324.03
Utilities - Public Service	53200	16,735.27
Utilities - Garbage Collection	53201	2,444.36
Travel - Employee In-State	53320	5,046.57
Travel - Employee Out-of-State	53325	43,633.81
Other - MRCOG Alloc Indirect	53400	1,528,816.84
Other - Equipment under \$5000	53401	18,173.01
Other - Supplies (Consumables)	53402	219,153.03
Other - Uniforms	53403	12,852.54
Other - Meeting Expenses	53404	2,915.04
Other - Insurance	53405	419,281.00
Other - Employee Membership/License	53406	1,977.00
Other - Business Membership Fees	53407	12,891.51
Other - Postage	53408	622.55
Other - Registration & Tuition	53409	35,501.64
Other - Fuel & Lubricants	53410	272,986.49
Other - Tires & Tubes	53411	16,942.80
Other - Repair & Maintenance (General)	53412	176,779.58
Other - Subscriptions	53413	1,004.00
Other - Repair & Maintenance (Facility)	53414	57,033.22
Other - 3rd Party Claims	53485	759.18
Other - Service Fee	53490	6.55
Other - Emergency Preparedness	53495	668.80
Security - Fencing, Cameras, Lighting	53500	50,547.90

Rio Metro Regional Transit District

Statement of Revenues and Expenditures - Unposted Transactions Included In Report

From 7/1/2023 Through 6/30/2024

		Current Period Actual
Herzog - Security	53617	224,374.33
Capital - Purchases \$5000 and Over	53700	27,305.76
Capital - Administrative Buildings	53704	5,828,926.12
Capital - Service Vehicles Non-Revenue	53707	12,260.98
Capital - Communication / Info Sys	53709	13,598.05
Recon Items - Building Lease	53802	46,656.00
Recon Items - Property Lease	53804	49,072.02
Recon Items - Rental Expenses	53805	14,458.50
Total Expenses		<u>22,750,600.65</u>
Revenues over Expenditures		<u>4,258,501.05</u>
Other Financing Sources (Uses)		
Transfer In	61201	15,690,119.15
Transfer Out	61205	<u>(15,690,119.15)</u>
Total Other Financing Sources (Uses)		<u>0.00</u>
Beginning Fund Balance		
Unreserved Fund Balance	30100	<u>30,457,773.33</u>
Total Beginning Fund Balance		<u>30,457,773.33</u>
Ending Unreserved Fund Balance		<u>34,716,274.38</u>



RIO METRO
REGIONAL TRANSIT DISTRICT

Budget and Capital Plan FY2026 - FY2032

Adopted May 16, 2025

FY2026 Approved Budget

FY2027+ Budget Projections

FY2025 Approved Budget

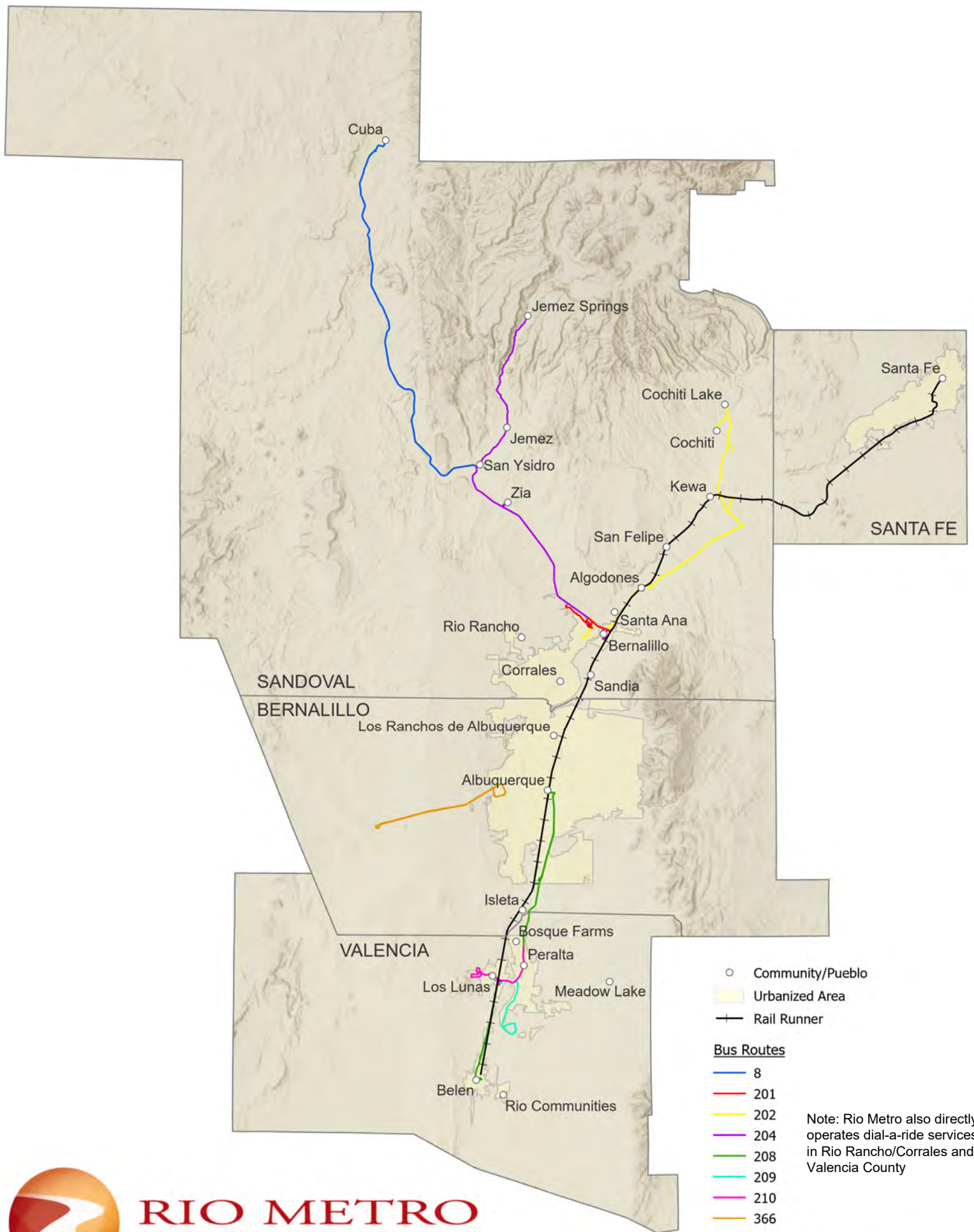
Table 1-3: Transit Revenues

Transit Revenues	State Fiscal Year (Thousands of Dollars)							
	FY2025 Approved	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032
5307 Large Urban Operating	1,250	2,938	719	478	487	497	507	517
5307 Small Urban Operating	1,600	1,750	1,272	995	1,015	1,035	1,056	1,077
5310/5311 Capital	1,144	1,393	215	1,607		1,077		1,077
5311 Rural Operating	963	1,500	1,552	1,048	1,064	1,080	1,096	1,112
5339a Small Urban Capital		154	117	172	59	60	61	62
Subtotal, Federal Formula Funds	4,957	7,735	3,876	4,300	2,625	3,749	2,720	3,845
STP-SU Valencia County Transit Facility				1,000				
CMAQ TDM/Marketing	731	731						
Subtotal, Federal Discretionary Funds	731	731		1,000				
Advertising	80	100	100	100	100	100	100	100
Fund Balance	20,000	25,000						
GRT Rio Metro	19,000	20,000	20,400	20,808	21,224	21,649	22,082	22,523
Pueblo of Isleta	33	64	64	64	64	64	64	64
Subtotal, State and Local Funds	39,113	45,164	20,564	20,972	21,388	21,812	22,245	22,687
Total Revenues	44,801	53,629	24,440	26,271	24,013	25,561	24,965	26,532

Source of local match for 5310 and 5311/5339 applications

Table 1-4: Transit Costs

Transit Costs	State Fiscal Year (Thousands of Dollars)							
	FY2025 Approved	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032
ABQ RIDE	3,500	4,500	3,500	3,500	3,500	3,500	3,500	3,500
Bernalillo County Commuter Bus	215	230	237	244	251	259	267	275
Job Access Program	190	250	258	265	273	281	290	299
NCRTD Mountain Trail Route	15	15	15	15	15	15	15	15
NMDOT Purple Route	190	210	216	223	229	236	243	251
Pueblo of Isleta Partnership	385	385	396	408	420	433	446	459
Rio Rancho/Corrales Dial-a-Ride	1,500	1,700	1,751	1,804	1,858	1,913	1,971	2,030
Sandoval County Commuter Bus	2,500	3,000	3,090	3,183	3,278	3,377	3,478	3,582
Valencia County Dial-a-Ride and Fixed Route	3,200	3,500	3,605	3,713	3,825	3,939	4,057	4,179
Subtotal, Operations and Maintenance	11,695	13,790	13,068	13,354	13,650	13,954	14,267	14,589
Administrative Overhead	3,200	3,500	3,605	3,713	3,825	3,939	4,057	4,179
MRCOG Accrued Leave		1,300	1,339	1,379	1,421	1,463	1,507	1,552
MRCOG Indirect Overhead	1,350	1,450	1,494	1,538	1,584	1,632	1,681	1,731
MRMPO Planning Support	200	200	200	200	200	200	200	200
RMRTD Plans and Studies	150	200	150	150	150	150	150	150
ABQ RIDE/Rio Metro Transit Consolidation Study	150	150						
Passenger Survey	300	300						
Short Range Transit Service Plan	300	300						
TDM/Marketing	950	1,100	1,133	1,167	1,202	1,238	1,275	1,313
Subtotal, Administration, Planning, and Programs	6,600	8,500	7,921	8,148	8,382	8,622	8,871	9,126
Revenue Vehicle Replacement	1,457	1,750	269	2,008	0	1,346	0	1,346
Sandoval County Transit Facility Imp., Phase 2	300							
Sandoval County Transit Facility Repaving		300						
Service Vehicle Replacement	36	223		37	23		98	37
Valencia County Scheduling Software		193						
Valencia County Transit Facility	200	500		1,387				
Subtotal, Capital	1,992	2,966	269	3,433	23	1,346	98	1,383
Total Costs	20,287	25,255	21,258	24,935	22,054	23,922	23,235	25,099
Projected Cash/GRT Fund Balance (FY2026 year-end)		28,374						
Less required cash reserve		-5,000						
Net Cash/GRT Fund Balance		23,374						



RIO METRO
REGIONAL TRANSIT DISTRICT



0 5 10 Miles



VII. Ridership and Statistics

Since Rio Metro is not a new 5310 or 5311/5339 applicant, it is not required to submit ridership and related statistics. However, these statistics will be made available upon request.

VIII. Civil Rights

1. **Active Lawsuits/Complaints:** There are no active or pending lawsuits against Rio Metro that allege discrimination based on race, color, creed, sex, or national origin with respect to service or other transit benefits. Rio Metro received one Title VI complaint in October 2024 pertaining to a reasonable modification for a service animal/conductor rudeness. Upon review, the Title VI Coordinator determined that the claim was not substantiated.
2. **Civil Rights Compliance Review Activities:**
 - **2025 Triennial Review:** FTA performed its mandatory triennial review of Rio Metro in 2025. There were no deficiencies pertaining to Title VI, ADA, or DBE (cover page and applicable page of final report attached).
 - **2025 NMDOT Site Visit:** NMDOT Transit Bureau contractor/staff performed a site visit and review of Rio Metro transit operations in August 2025. The draft report provided 9/18/25 contained the following relevant observations/deficiencies that Rio Metro was reviewing at the time of this application:
 - o **Observation:** “FTA requires that NMDOT review the EEO program plan. NMDOT will review and comment on the EEO program plan.”
 - o **Observation:** “DBE program plan not provided. Please provide a copy of the EEO (DBE?) program plan.”
 - o **Deficiency:** “The rider guide incorrectly states that the ADA does not allow Rio Metro to rank trips. The prohibition regarding trip ranking only applies to ADA paratransit service. Update the Rider Guide (page 5) to remove the reference to the ADA requiring that all destinations be equal. This is a requirement for ADA paratransit, not general public paratransit.”
 - o **Recommendation:** “The Operator Manual does not state that drivers may request but not require passengers whose wheelchairs cannot be properly secured to transfer to a seat. Incorporate into the Operator Manual a requirement for drivers to request, not require, passengers whose wheelchairs cannot be properly secured to transfer to a seat.”
 - o **Deficiency:** “The schedules posted to the website for routes 8, 201, 209, and 210 are not readable and, therefore are not accessible for persons using “readers.” Post “readable” schedules for routes 8, 201, 209, and 210, to the website so that they are accessible to individuals using screen readers.”

FINAL REPORT

FISCAL YEAR 2025 TRIENNIAL REVIEW

Of

**Rio Metro Regional Transit District
(RMRTD)
Albuquerque, New Mexico
Recipient ID# 6989**

Performed for:

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
REGION VI**

Prepared By:

Interactive Elements Inc.

Desk Review Date: March 10, 2025

Scoping Meeting Date: March 10, 2025

Site Visit Entrance Conference Date: May 22, 2025

Virtual Exit Conference Date: May 30, 2025

Draft Report Date: July 1, 2025

Final Report Date: August 5, 2025

the solar panels, heat pumps and other components for the project were not commercially made in the USA. The bid was not rejected as being non-responsive, no evidence was provided showing that Weil Construction had applied for a Buy America waiver, and Weil was awarded and completed the contract. This issue was discussed during the Triennial Review exit conference, and RMRTD provided documentation after the issuance of the Triennial Review draft report that this issue was discussed with FTA, including the Regional Counsel, several times between 2021 and 2023. However, none of the documents reviewed contained evidence that a Buy America waiver was applied for and granted to RMRTD by FTA for this project, nor was there any evidence that the Buy America issue had been resolved in some other manner, allowing the project to proceed. This deficiency remains open pending review and a decision by the FTA.

10. Disadvantaged Business Enterprise (DBE)

Basic Requirement: Recipients must comply with 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipients also must create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts.

Finding: No deficiency.

11. Title VI

Basic Requirement: The recipient must ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participating in, or be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance without regard to whether specific projects or services are federally funded. The recipient must ensure that all transit services and related benefits are distributed in an equitable manner.

Finding: No deficiency.

12. Americans with Disabilities Act (ADA) – General

Basic Requirement: Titles II and III of the Americans with Disabilities Act of 1990 provide that no entity shall discriminate against an individual with a disability in connection with the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility and the provision of service, including complementary paratransit service.

Finding: No deficiency.

13. ADA – Complementary Paratransit

Basic Requirement: Under 49 CFR 37.121(a), each public entity operating a fixed-route system shall provide paratransit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed-

route system. “Comparability” is determined by 49 CFR 37.123-37.133. Requirements for complementary paratransit do not apply to commuter bus, commuter rail, or intercity rail systems.

Finding: No deficiency.

14. Equal Employment Opportunity (EEO)

Basic Requirement: The recipient must ensure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, age or disability be excluded from participating in, or denied the benefits of, or be subject to discrimination in employment under any project, program or activity receiving Federal financial assistance under the Federal transit laws.

Finding: No deficiency.

15. School Bus

Basic Requirement: Recipients are prohibited from providing school bus service in competition with private school bus operators unless the service qualifies and is approved by the FTA Administrator under an allowable exemption. Federally-funded equipment or facilities cannot be used to provide exclusive school bus service.

Finding: No deficiency.

16. Charter Bus

Basic Requirement: Recipients are prohibited from using the FTA-funded equipment and facilities to provide charter service that unfairly competes with private charter operators. Recipients may operate charter only when the service meets a specified exception defined in rule.

Finding: No deficiency.

17. Drug Free Workplace Act

Basic Requirement: Recipients are required to maintain a drug free workplace for all award-related employees; report any convictions occurring in the workplace timely; and have an ongoing drug free awareness program.

Finding: No deficiency.

IX. Program Coordination

Rio Metro Regional Transit District

Program coordination is intrinsic to Rio Metro. Shortly after Rio Metro assumed operations and maintenance of the Rail Runner from the Mid-Region Council of Governments in 2009, Rio Metro also acquired bus services from several of its member agencies, including the City of Belen's, Village of Los Lunas' and the City of Rio Rancho's dial-a-ride programs, and Sandoval County's Sandoval Easy Express commuter bus service. The consolidation of these transit providers under the Rio Metro umbrella improved coordination in various ways. As a pertinent example to this application, many of these transit providers likely applied for Section 5310 and Section 5311/5339 funding through NMDOT; now, Rio Metro is the sole applicant.

Moreover, Rio Metro's creation and evolution has resulted in coordination with other transit providers and a clearer delineation of responsibilities among transit providers. In the Albuquerque metro, Rio Metro primarily serves small urban and rural areas with its bus routes and demand response services, while ABQ RIDE serves the City of Albuquerque and significant portions of unincorporated Bernalillo County. Furthermore, the Rail Runner now functions as the spine of public transportation in central New Mexico, and connects with 50+ ABQ RIDE, NMDOT Park-and-Ride, North Central Regional Transit District (NCRTD), Rio Metro, Santa Fe Trails, Socorro Public Transportation, and various Pueblos' bus routes.

Today, Rio Metro's Board of Directors ensures on-going coordination among its member governments. The 21 directors represent the cities of Albuquerque, Belen, Rio Communities and Rio Rancho; the villages of Bosque Farms, Corrales, Los Lunas and Los Ranchos de Albuquerque; the Town of Bernalillo; and Bernalillo, Sandoval and Valencia counties. Isleta Pueblo and NCRTD are also non-voting associate members. Together, these directors adopt policies and procedures that Rio Metro staff implement, as well as provide a vision for transit in the region. Currently, at the board's behest, the City of Albuquerque and Rio Metro are completing a coordination/consolidation study that considers the ways in which ABQ RIDE and Rio Metro could better coordinate up to and including (though unlikely) full consolidation.

Mid-Region Metropolitan Planning Organization

Rio Metro also coordinates with its partners through the Mid-Region Metropolitan Planning Organization (MRMPO). Notably, Rio Metro works with MRMPO staff, other transit providers and member governments to develop the 25-year metropolitan transportation plan (MTP) and 6-year transportation improvement program (TIP) for the Albuquerque Metropolitan Planning Area (AMPA). The AMPA includes the Albuquerque and Los Lunas urbanized areas, several Pueblos, and surrounding rural areas.

Moreover, in the last 15 years sitting on and even chairing MRMPO committees, Rio Metro staff have advocated for transit funding, particularly MRMPO's setting aside 25 percent of its discretionary funds for transit capital projects; helped develop meaningful compromises to fiscally constrain the TIP; and directly contributed to MRMPO deliverables. For example, Rio Metro substantially assisted MRMPO by drafting the project list for *Transitions 2045*, the current MTP, and also wrote the first transit chapter to appear in a MRMPO MTP for *Futures 2040* (adopted 2015). Because of this long-standing partnership, MRMPO has provided a Letter of Program Support attesting to Rio Metro's coordination efforts.

Coordinated Public Transit-Human Services Transportation Plan

The primary way that Rio Metro coordinates with non-profit service providers is through the Mid-Region RTPO/MPO Coordinated Public Transit-Human Services Transportation Plan (CTP). The CTP spans four years, and was developed by the Mid-Region Council of Governments for several iterations before Rio Metro took over as lead author in 2019 using a template established by NMDOT. In 2023, NMDOT took over as lead author with Rio Metro support. The CTP includes a list of transit providers, demographic characteristics focusing on potential transit dependence, a needs assessment, and strategies and priorities applicable to the Mid-Region. Many of the strategies apply to Rio Metro; for example, “Ensure that transit services to seniors, individuals with disabilities, and individuals living in poverty keep pace with the growth of those populations.”

NOTE: Cover sheets to referenced documents attached



Current TIP (FFY 2024-2029)

FFY 2024-2029 TIP Adoption

TIP Proposals for Public Review and Comment

TIP Map & Statistics

TIP Procedures & Forms

Archive of Amendments & Modifications

Annual Project Listing & Obligation Reports

Home » Programs » Metro Planning » Metropolitan Planning Organization
» Transportation Improvement Program » Current TIP (FFY 2024-2029)

Current TIP (FFY 2024-2029)



Current TIP for the Albuquerque Metropolitan Planning Area

- [Credits and Acknowledgements](#)
- [Current TIP FFY 2024-2029: STIP/TIP Pages](#)
- [Map of the Albuquerque Metropolitan Planning Area \(AMPA\) & Transportation Management Area \(TMA\)](#)
- [TIP Users Guide: Abbreviations & Definitions](#)
- [TIP Users Guide: Funding Source Information](#)
- [TIP Users Guide: FHWA Improvement/Work Type Codes & Instructions for Agencies](#)
- [TIP Users Guide: FHWA Work Zone Codes](#)
- TIP and Relationship to the 2045 Metropolitan Transportation Plan Goals and Performance Measures (*update coming soon*)

Related Links

- [eSTIP Public Site](#)

Contact Us

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Manager - Finance &
Administration

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Mark Bailon

Transportation Improvement
Program Coordinator

[Email](#)

TIP Revision Form and Deadline Schedules

- [TIP Revision Form](#)
- [Federal Fiscal Year 2025 TIP Amendment Schedule](#)





THE LONG RANGE TRANSPORTATION PLAN FOR THE ALBUQUERQUE METROPOLITAN PLANNING AREA



April 2025



Metropolitan Transportation Board
Mid-Region Metropolitan Planning Organization
Dewey V. Cave, Executive Director

Mid-Region Council of Governments
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Thanks to all the following for their participation in the plan development process:

Metropolitan Transportation Board
Transportation Coordinating Committee
Transportation Program Technical Group
ABQ Ride
Rio Metro Regional Transit District
MPO Area Governments and Agencies
New Mexico Department of Transportation
Public School Districts
Federal Highway Administration
Federal Transit Administration
Congestion Management Process Committee
Intelligent Transportation Systems Committee
Land-Use Transportation Integration Committee
Active Transportation Committee
Freight Logistics Committee
ABQ/Bernalillo County Air Quality Control Board
City of ABQ Environmental Health Department
Community organizations, advocacy groups, and members of the land development community

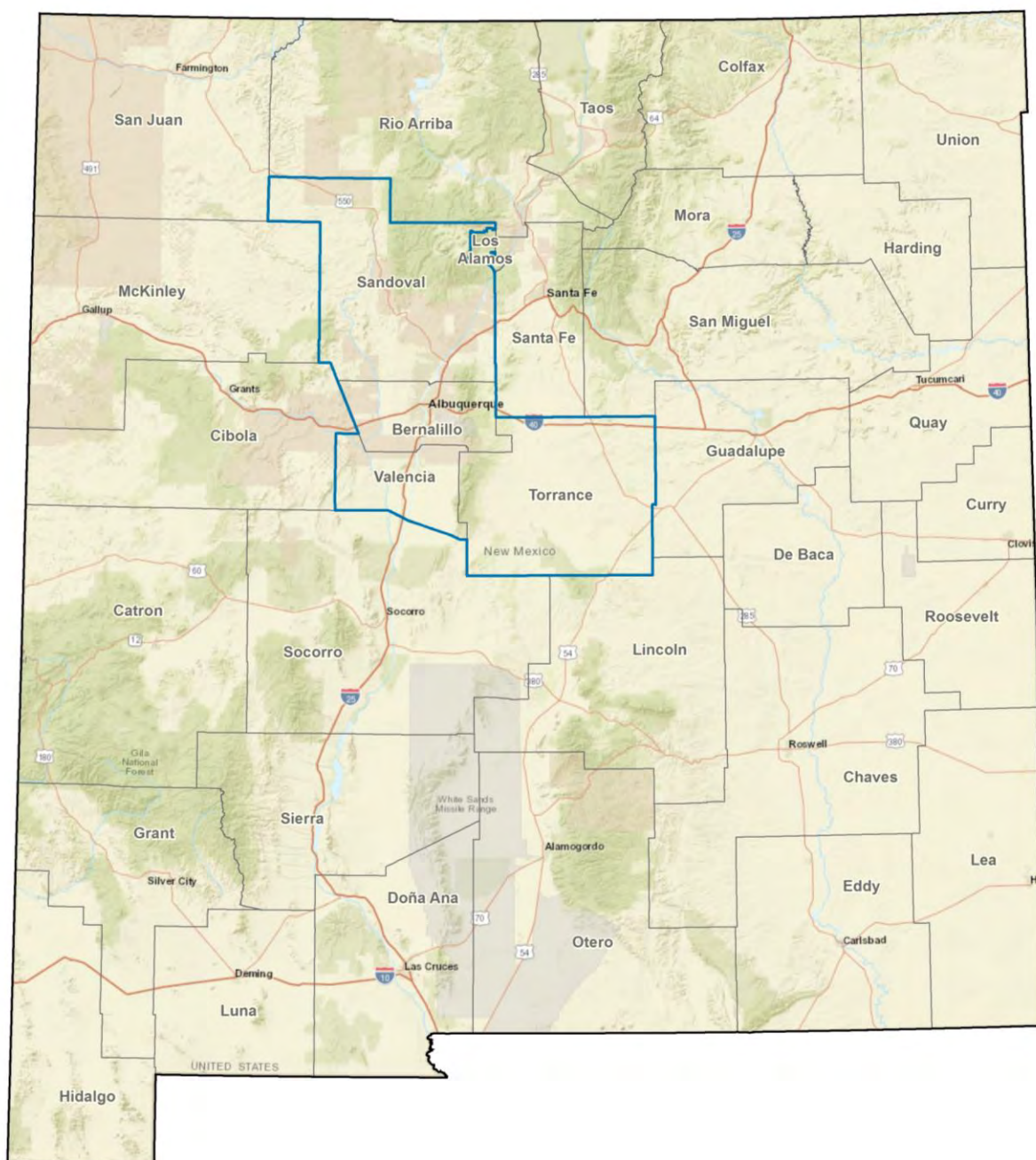
Thank you to all the people in our metropolitan area who participated in the development of this plan!

This report was funded in part through grants from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation. The views and opinions of the authors or agency expressed herein do not necessarily state or reflect those of the U. S. Department of Transportation.

Mid-Region Council of Governments 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 MRCOG Title VI Coordinator at (505) 247-1750, (505) 247-1753-fax or email mrcog@mrcog-nm.gov or visit our website at www.mrcog-nm.gov

Mid-Region RTPO/MPO Coordinated Public Transit – Human Services Transportation Plan

New Mexico Department of Transportation
Prepared by the Transit and Rail Division in cooperation
with the Rio Metro Regional Transit District
September 2023





Mid-Region Metropolitan Planning Organization

Division of the

Mid-Region Council of Governments

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September 1, 2025

Ms. Delilah Garcia, Transit Bureau Chief
New Mexico Department of Transportation
1350 Alta Vista St., SB-4
P.O. Box 1149
Santa Fe, NM 87504-1149

Re: NMDOT Section 5310 and 5311/5339 Grant Applications, Letter of Program Support

Dear Ms. Garcia,

It is my pleasure to provide this letter of support attesting to Rio Metro's program coordination efforts in the Albuquerque Metropolitan Planning Area.

As the manager responsible for the Mid-Region Metropolitan Planning Organization (MRMPO) Transportation Improvement Program (TIP), I am confident in Rio Metro's commitment to actively engage in MRMPO initiatives and collaborating effectively with other member governments. The staff at Rio Metro consistently participates in committee and board meetings, promptly addresses information requests from MRMPO personnel, and makes significant contributions to the development of the Transportation Improvement Program (TIP). Furthermore, they have demonstrated a willingness to reallocate funding within the TIP to support the needs of other agencies, which bodes well for future cooperation and resource alignment.

Recently, the staff at Rio Metro assisted the Mid-Region Metropolitan Planning Organization (MRMPO) by preparing the fiscally constrained Metropolitan Transportation Plan (MTP) project list, which covers a 25-year period. This process involved collaborating with member governments and transit providers to identify future federal, state, and local revenue sources, as well as the projects that are likely to benefit from this funding.

Having witnessed Rio Metro's commitment to program coordination firsthand, I commend their efforts to you.

Sincerely,

Claudia Patricia Merlo
MRMPO Transportation Program Manager – Finance and Administration

X. Program Justification (5311 Operations/5339 Capital Rural Application)

A. Rio Metro's Founding and Early History

In 2003, the New Mexico legislature passed the Regional Transit District Act, which authorized the creation of multi-jurisdictional transit systems. The following year, the legislature gave regional transit districts the authority to levy up to a ½-cent gross receipts tax (GRT). These two actions paved the way for the formation of the Mid-Region Transit District (encompassing Bernalillo, Sandoval and Valencia counties), which was certified by the New Mexico Transportation Commission in March 2005.

The primary motivation for creating the Mid-Region Transit District was the long-term operation and maintenance of the New Mexico Rail Runner Express commuter rail service. In the mid-2000s, the Mid-Region Council of Governments (MRCOG) oversaw the planning, design, construction and initial operation of the Rail Runner on behalf of the New Mexico Department of Transportation (NMDOT). In July 2006, Rail Runner service began between Albuquerque and the Town of Bernalillo, before expanding south to Belen in February 2007 and north to Santa Fe in December 2008. That same year, the Mid-Region Transit District was renamed the Rio Metro Regional Transit District, and voters approved a ½-cent GRT. Per the ballot language, half of the GRT revenue was dedicated to the Rail Runner, and the remainder was authorized to fund Rio Metro's transit system at large.

With a revenue stream secured, Rio Metro assumed operation and maintenance of the Rail Runner from MRCOG in 2009. Shortly thereafter, Rio Metro acquired bus services from several of its member agencies, including the City of Belen's, Village of Los Lunas' and the City of Rio Rancho's dial-a-ride programs, and Sandoval County's Sandoval Easy Express commuter bus service.

B. Rio Metro's Regional Role

While Rio Metro's official boundary includes Bernalillo, Sandoval and Valencia counties, its reach extends well beyond its jurisdiction. The most obvious example is Rail Runner service to Santa Fe County. Furthermore, Rio Metro and other transit agencies, including ABQ RIDE, NMDOT Park-and-Ride, North Central Regional Transit District, Santa Fe Trails and Socorro Public Transportation, also provide 50+ bus connections to/from the Rail Runner and the communities they serve. Consequently, Rio Metro facilitates connections between central New Mexico transit providers, and the Rail Runner serves as the backbone of that larger, regional transit network.

C. Rio Metro's Long Range Strategic Vision

Rio Metro's core themes and strategies (i.e., goals and objectives) are outlined in its Long Range Strategic Vision. Under the mission "Rio Metro collaborates to provide safe, accessible, efficient, and innovative transportation services for the benefit of our diverse local communities and the regional economy", Rio Metro strives to pursue the following themes/strategies:

Core Theme 1: Exceptional Customer Experience

1. Make transit trips as convenient and time-competitive as possible with auto trips
2. Focus on safety, security, attractiveness, cleanliness, comfort, and tailored amenities both on vehicles and at stops/stations.
3. Improve schedules, service information, and transit awareness through coordination with other transit providers to make using transit as easy as possible.

Core Theme 2: Transformative Regional Services

1. Expand the “regional priority network” to connect key centers and corridors, including added Rail Runner service.
2. Expand local circulators to connect the regional network with residential areas and smaller/rural communities.
3. Support regional transportation demand management (TDM) programs, bicycle/pedestrian, and first/last mile programs to improve access to fixed-route transit.

Core Theme 3: Strong Transit-Centered Communities

1. Leverage existing MOA relationship with MRCOG to better integrate regional transit planning with local land use planning/ design.
2. Increase support for Transit-Oriented Development (TOD) in areas well-served by transit.
3. Promote better pedestrian and bicycle connections to the regional transit system to improve public health outcomes, decrease social / economic isolation, and reduce household transportation costs.

Core Theme 4: Sound Financial Stewardship

1. Pursue efficiency gains across all modes (rail, bus, and demand-response service).
2. Seek new and expanded revenue sources (including local & regional, state & federal, and public-private partnerships) to diversify the funding base and provided a stable funding source for Vision Plan implementation.
3. Pursue the most cost-effective agency structure, potentially including independence from MRCOG, acquisition of capital assets from NMDOT, and enhanced coordination/consolidation with ABQ RIDE.

Core Theme 5: Innovative Programs and Partnerships

1. Integrate transit investments with the regional economic development strategy.
2. Pursue public-public partnerships (including school districts and UNM/CNM) to offer free/discounted transit passes, joint marketing, and education.
3. Pursue the most cost-effective agency structure, potentially including independence from MRCOG, acquisition of capital assets from NMDOT, and enhanced coordination/consolidation with ABQ RIDE.
4. Pursue public-private partnerships (including major employers) to fund targeted service to employment centers, transit benefits to employees, and joint marketing.

Core Theme 6: Industry Leading Knowledge and Practice

1. Conduct orientation and on-going professional development for staff and Board, including in-person visits with peer agencies.
2. Broaden the stakeholder perspectives provided to Rio Metro leadership and create opportunities for ongoing engagement and leadership development.
3. Become a resource for local jurisdictions to support best practice pilot programs, staff training, and implementation of Vision Plan priorities.

D. Service Area Characteristics

The geographic and socioeconomic characteristics for this application are well covered in MRCOG’s metropolitan transportation plan, Transitions 2045. The plan’s area of concern—the Albuquerque Metropolitan Planning Area—generally overlaps with Rio Metro’s service area.

From 2020 to 2045, the MRCOG region is anticipated to grow modestly from 926,877 to 964,873 (4.1 percent). The combined numerical population growth of Sandoval and Valencia counties during that

period is also expected to equal that of Bernalillo County. This forecast follows recent trends. From 2020 to 2023, Bernalillo County saw population decrease, whereas Sandoval and Valencia counties grew by 4.8 percent and 3.9 percent, respectively.

Notably, the senior population in the region is anticipated to grow by 60,000, up from 18 percent of the total population in 2020 to 22 percent by 2045. Conversely, the youth population (ages 0-18) is expected to decline. Consequently, public transportation—especially demand responsive services—are envisioned to become even more critical for aging seniors to retain access to medical appointments and other services.

With respect to rural areas, Transitions 2045 notes explicitly that the, “...even greater lack of transportation options in rural areas can lead to social isolation, which can have serious consequences for both physical and mental health,” and that “Accessible transportation options are often extremely limited or non-existent in rural areas.” Moreover, the plan identifies Rio Metro as the key public transit provider to rural areas in the region, complementing ABQ RIDE service in urban Albuquerque and surrounding unincorporated Bernalillo County.

Highlighting the importance of Rio Metro’s services, the map on the last page shows that many of the census tracts in Sandoval and Valencia counties also rate highly for transportation insecurity. That measure encompasses transportation cost burden, access and safety. These findings from Transitions 2045 are also supported by the Mid-Region RTPO/MPO Coordinated Public Transit Human Services Transportation Plan (CTP). The CTP also mapped similar variables in the MRCOG region, showing high concentrations of seniors, persons with disabilities, low-income populations, and households with no vehicles available in small urban and rural areas.

E. 5311/5339 Funding Level Justification

Rio Metro seeks 5311 funding for its rural commuter bus operations in Sandoval County described in more detail in the Operations Profile and shown on the service area map. Rio Metro is requesting \$1,017,094 (50%) from the 5311 program, which it will match with \$1,017,094 (50%) in GRT revenue to total \$2,034,188. This amount reflects a 1.5% increase over its FY2025 and FY2026 5311 operating awards, and aligns with the inflationary percentage used in Rio Metro’s Budget and Capital Plan and MRMPO’s metropolitan transportation plans since 2015.

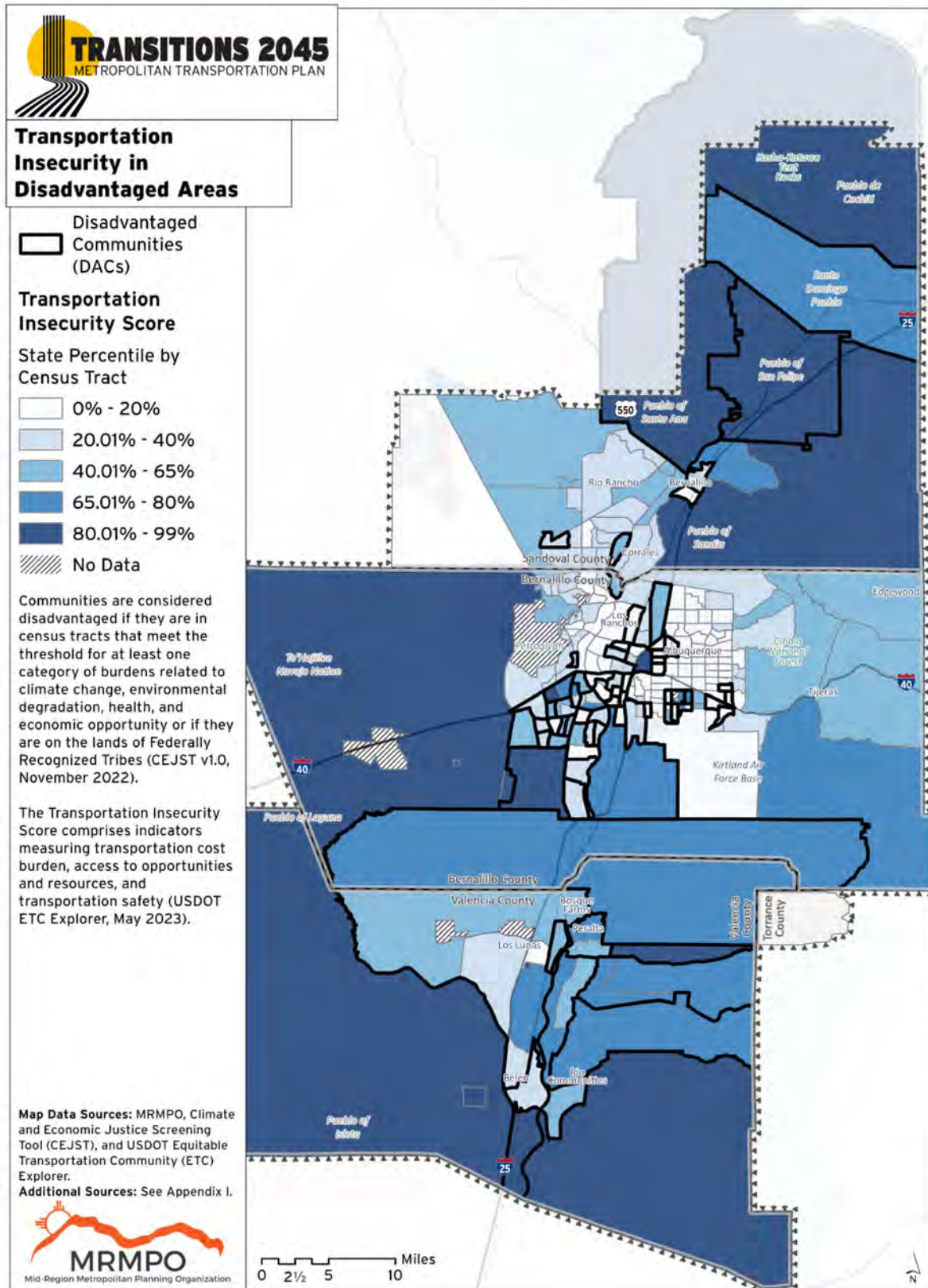
Rio Metro also seeks 5311 and/or 5339 funding to replace three cutaway buses (RM740, RM751, RM762) that were themselves purchased with 5309 or 5311 funds. The quoted cost per replacement bus (Glaval Universal) is \$168,827. To cover this unit cost, Rio Metro is requesting \$135,061.60 (80%) from the 5311/5339 program, which Rio Metro will match with \$33,765.40 (20%) in GRT revenue. In total, the net project cost for the three buses is \$506,481, with \$405,184.80 coming from the 5311/5339 program and \$101,296.20 coming from GRT.

At the end of FY2025 (June 30, 2025), RM740 had exceeded its eight-year useful life by five years, RM751 by two years, and RM762 just had met its useful life. Furthermore, these three buses had an average mileage of 189,568, which is expected to exceed 200,000 miles by the time they are replaced in FY2027. With respect to specific vehicle condition at the time of application, RM740 was exhibiting problems with its electrical and alarm systems, and had inoperable signs; and RM751 and RM765 were exhibiting transmission problems.

Zooming out, these three buses are among 26 active cutaway buses across all locations in Rio Metro's fleet that had met or exceeded their useful life in FY2025, and this request is part of Rio Metro's effort to replace that aging fleet. For several years post-COVID, Rio Metro and other providers were unable to procure cutaway buses because of supply chain shortages. Now, with cutaway buses growing in availability, and through prior funding awards from NMDOT and FTA, Rio Metro is starting to gain momentum in this effort.

Finally, these three buses will operate from the Valencia County Transit Facility, and provide service to the rural and tribal areas of Valencia County. They will primarily be used in the Valencia County dial-a-ride, but may see limited service on fixed routes (208, 209 and 210) that traverse rural areas in between small urban and urban areas.

Map 37: Transportation Insecurity in Disadvantaged Areas



XI. Operations Profile

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Organizational Structure	3
Vehicles/Facilities/Real Property	4
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Appendix H: Bus Maintenance Program	A114
Appendix I: Accident/Incident Documentation	A129
Appendix J: Fleet Replacement Scenario	A138

A. Mission Statement

Rio Metro collaborates to provide safe, accessible, efficient, and innovative transportation services for the benefit of our diverse local communities and the regional economy.

B. Brief Description of Transit Program

Rio Metro operates bus services in Bernalillo, Sandoval and Valencia counties. These services originate from either the Sandoval County Transit Facility (SCTF) or the Valencia County Transit Facility (VCTF).

From the SCTF, Rio Metro operates five commuter bus routes on weekdays only and generally during peak hours under contract with All Aboard America. Four routes (8, 201, 202 and 204) connect outlying rural communities and pueblos in northern Sandoval County, the City of Rio Rancho, and Rail Runner stations. One route (366) in Bernalillo County connects ABQ RIDE's Central and Unser Transit Center to the Route 66 Casino (i.e., Laguna Pueblo). **These commuter bus routes would be the beneficiary of Rio Metro's 5311 operating assistance request.**

Although it is not pertinent to this application, Rio Metro also directly operates dial-a-ride service from the SCTF. This service operates within Rio Rancho and Corrales, but also provides transportation into Albuquerque to medical facilities, the Cottonwood Mall area and ABQ RIDE's Northwest Transit Center. It is open to seniors ages 60+ and adults with disabilities ages 18+, and is available on weekdays from 6:30am-5:00pm. In 2023, Rio Metro also took over ABQ RIDE commuter bus Route 251, which connects the Los Ranchos/Journal Center Rail Runner Station, Northwest Transit Center, Intel and southern Rio Rancho. Today, Rio Metro operates Route 251 from the SCTF upon request as a dial-a-ride service.

From the VCTF, Rio Metro directly operates three bus routes. Route 208 connects Belen, Los Lunas, Pueblo of Isleta and other communities to the Alvarado Transit Center to supplement gaps in the Rail Runner schedule. Route 209 provides service from the Los Lunas Transportation Center to UNM Valencia. Route 210 is a deviated fixed route that operates along NM 6 (Main St.) in Los Lunas and continues up NM 47 as far as Bosque Farms. These routes operate on weekdays with varying hours.

Rio Metro also directly operates a dial-a-ride service from the VCTF. This service is open to the general public in Valencia County on weekdays from 5:00am-9:00pm. This service provides a significant number of trips to seniors and persons with disabilities. As with Route 251, Rio Metro also took over ABQ RIDE commuter bus Route 222, which connects the Bernalillo County/Sunport Rail Runner Station, Sunport, Raymond G. Murphy VA Medical Center and Kirtland Air Force Base. Rio Metro operates Route 222 from the VCTF upon request as a dial-a-ride service.

Because the bus routes and dial-a-ride services operating from the VCTF largely serve the Los Lunas Small Urban Area and rural areas, **Rio Metro is requesting funding from the 5310 (small urban) and 5339 programs to replace six cutaway buses that have exceeded their useful life.**

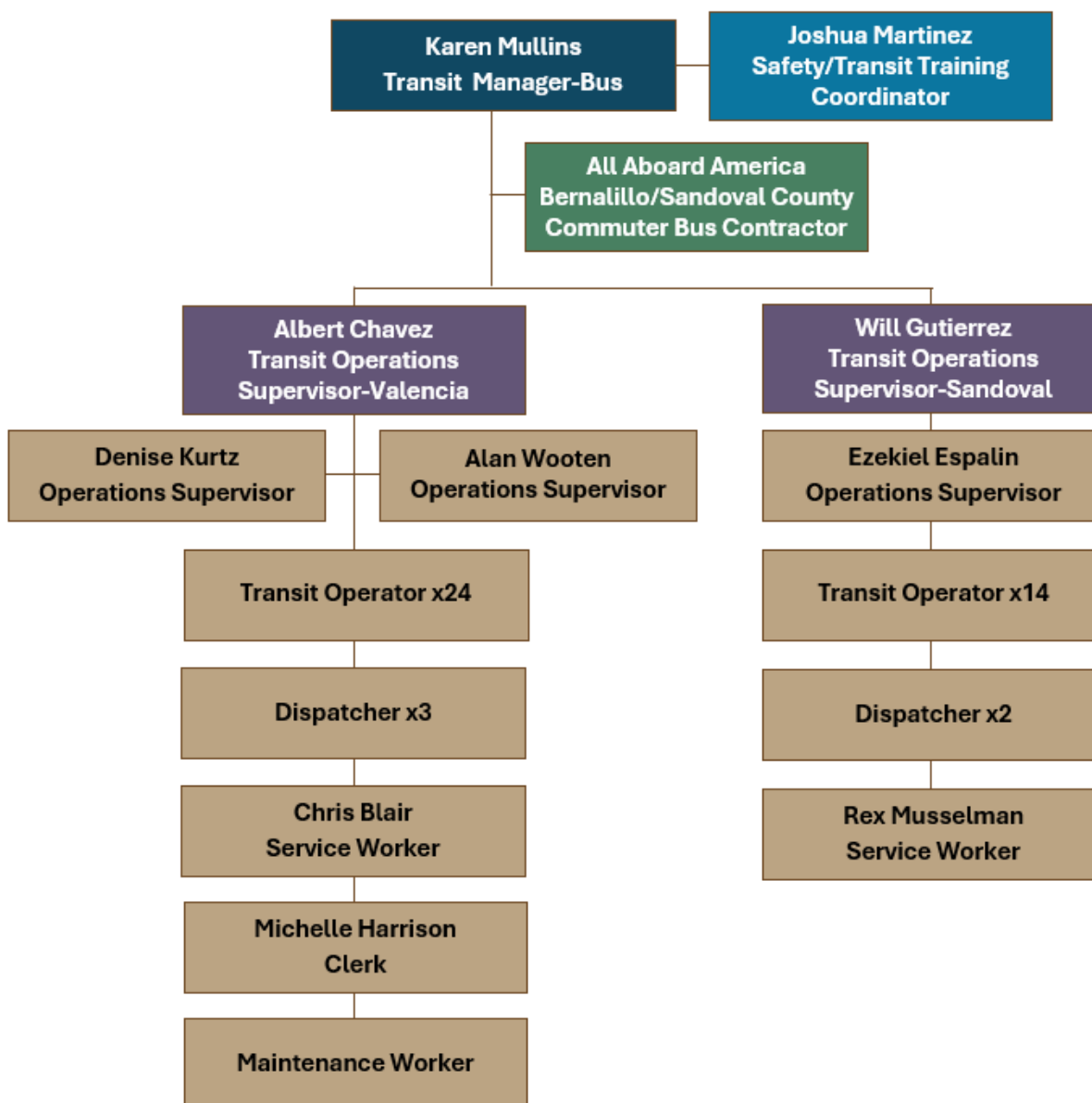
The schedules and/or descriptions of the aforementioned services are provided in **Appendix A**. Moreover, all of these services are fare free (Rio Metro only charges a fare for the Rail Runner).

Rio Metro's customer service agents communicate with riders in a variety of ways, including by phone, email, station message boards, recorded message on a toll-free line, text alerts for specific trains and bus routes, twitter posts @RioMetroAlerts, and posts on Rio Metro's website and social media accounts. Customer service agents also monitor station security cameras, reconnect passengers with lost items, and much more. Rio Metro also markets its transit services through various means. A copy of the FY2026

Marketing Dashboard, which includes specific campaigns and more regular means of outreach, is provided in **Appendix B**.

C. Organizational Structure

The following organizational chart lists the administrative and operations staff that deliver the services described in the previous section. Job descriptions, including minimum qualifications for each position, are provided in full in **Appendix C**. Except for the Transit Manager, all positions are considered safety sensitive; consequently, candidates must successfully pass a pre-employment criminal background check and drug and alcohol test, as well as have a clean driving record (no DUIs, accidents, moving violations, etc.).



Upon hire, all Rio Metro employees are required to conduct themselves in a professional, respectful, and courteous manner towards other employees, customers, and the general public. Employees are also required to maintain a clean, neat, and professional image at all times. The Driver Manual provided in **Appendix D** gives a more detailed example of Rio Metro's standards for conduct and appearance. Rio Metro also has standards of conduct for its riders, which are provided in **Appendix E**, Ridership Policy.

All Rio Metro employees receive onboarding training as well as on-going training opportunities. Moreover, drivers have a more structured training schedule. The Transit Operator Training Log provided in **Appendix F** lists all the required training topics, minimum training time per topic, and a means of recording progress for record keeping purposes. Also, Rio Metro's Drug and Alcohol Policy for safety-sensitive employees is provided in **Appendix G**.

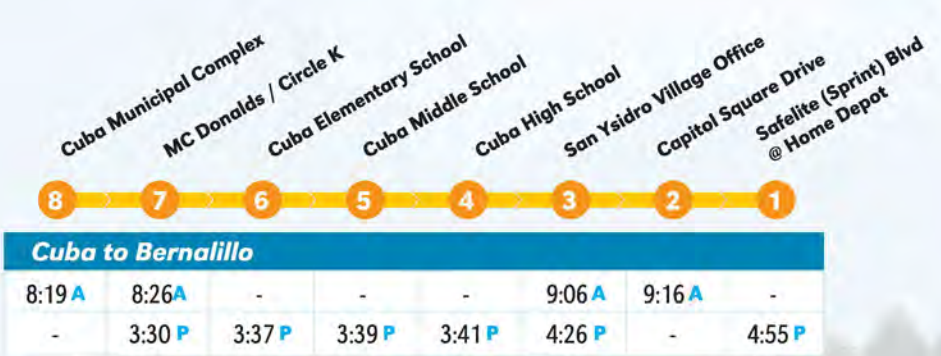
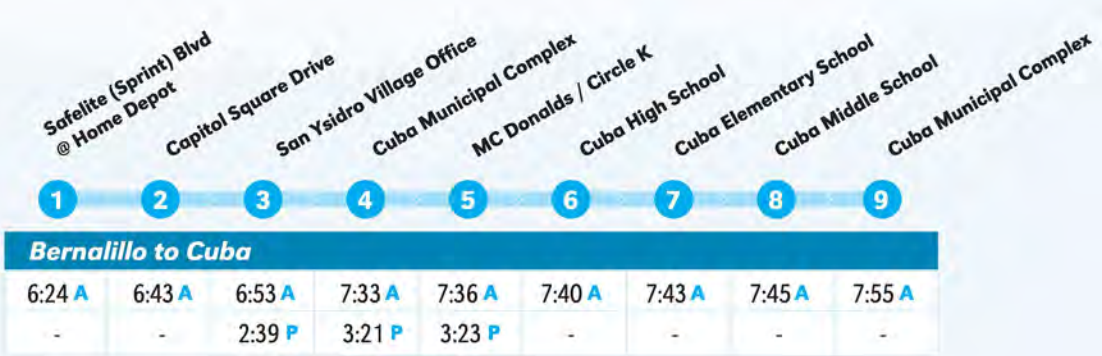
D. Vehicles/Facilities/Real Property

Rio Metro has and continues to make the required updates in BlackCat, including all extraordinary repair events, vehicle recalls, and accident reporting. Moreover, Rio Metro's Bus Maintenance Program is provided in **Appendix H**. The program includes vehicle maintenance plans and schedules as well as pre- and post-inspection procedures/forms. **Appendix I** includes Rio Metro's accident/incident documentation, which covers non-vehicular incidents, injuries and vehicle accidents.

Rio Metro also uses two planning efforts to manage its fleet and facilities, its Transit Asset Management (TAM) Plan and Budget and Capital Plan. The TAM Plan—updated every four years—establishes Rio Metro's general investment priorities. These priorities are revisited and refined annually in the Budget and Capital Plan.

During the development of the Budget and Capital Plan, Rio Metro also drafts a fleet replacement scenario that forms the basis of subsequent grant applications. The scenario is a fluid, working document, as its assumptions can change with the success or failure of grant applications, or unanticipated accidents/major breakdowns within the fleet.

The most recent scenario for replacing Rio Metro's cutaway buses and minivans, up to and including this grant application, is provided in **Appendix J**. That scenario also includes NMDOT 5310 and 5339 awards dating as far back as 2021. For various reasons, Rio Metro fell behind in spending down those awards, but has been working diligently with NMDOT in recent months to invoice and close out those previous grants. Rio Metro's FY2027 grant applications accurately reflect Rio Metro's current needs.



About Route 8

Route 8 serves as a connector for northern Rio Rancho to Cuba, by way of Zia Pueblo. The main focus of the Cuba portion of this map is to provide transportation to the schools.

ADA Accessible

All of our buses and trains are ADA compliant and are equipped with wheelchair lifts or ramps.

Sandoval County Bus Service | 505.424.1110

Customer Service Hours: 5 am - 9 pm

Title VI / Non-Discrimination Notice

The Rio Metro Regional Transit District is committed to its Title VI obligations. We do not discriminate on the basis of race, color or national origin in the delivery of service. To obtain more information on our non-discrimination obligations or to file a Title VI complaint, contact us at 809 Copper Ave. NW, ABQ, NM 87102.

El Distrito de Tránsito Regional de Río Metro cumple con las obligaciones del Título VI. No discriminamos por raza, color ni origen nacional al brindar nuestros servicios. Para obtener más información sobre nuestros deberes antidiscriminatorios o para presentar un reclamo del Título VI, contáctenos en 809 Copper Ave. NW, ABQ, NM 87102.

Contact Information Información de contacto

NM Rail Runner
866.795.RAIL (7245)
www.riometro.org

Rio Metro Valencia
505.352.3595
www.riometro.org

Rio Metro Sandoval
505.404.2063
www.riometro.org

ABQ RIDE
505.243.RIDE (7433)
www.cabq.gov/transit

NM Park & Ride
866.551.RIDE (7433)
www.nmparkandride.com

NCRTD / Blue Bus
866.206.0754
www.ncrtd.org

Santa Fe Trails
505.955.2001
www.santafenm.gov

Socorro Public Transportation
575.835.1501
www.socorronm.gov

Legend / Leyenda

- Bus Route 8
- Enlarged Inset
- ● Timepoint Bus Stop

RM | Rio Metro Bus
NMRX | New Mexico Rail Runner Express

Transfer Point / punto de transferencia

A A.M. RM204 **B** P.M. RM204



Bernalillo to Cuba

8



Schedule Effective March 31, 2025
 Horario efectivo a partir del 31 de marzo del 2025



RIO METRO
 REGIONAL TRANSIT DISTRICT
 866.795.7245 • riometro.org

Valencia Dr @ Cibola Dr	Grayson Hills Dr @ Brighton Hills Dr	Mackenzie Dr @ Dara Dr	Safelite (Sprint) Blvd @ Home Depot	Stanley Dr @ Safelite Building	Fulcrum Way @ Tri-State Generation	Jager Way @ Albertsons	Jager Way @ Carr Way	Wal-Mart	Sandoval County/ U.S. 550 Station
1	2	3	4	5	6	7	8	9	10
To New Mexico Rail Runner Express Station									
6:11 A	6:18 A	6:23 A	6:26 A	-	-	-	-	-	6:33 A
7:22	7:29	7:34	7:37	-	-	-	-	-	7:51
-	-	-	4:50 P	4:52 P	4:53 P	4:55 P	4:56 P	4:59 P	5:09 P
-	-	-	5:34	5:36	5:37	5:39	5:40	5:43	5:53

Sandoval County/ U.S. 550 Station	Wal-Mart	Jager Way @ Picabo St.	Jager Way @ NM State Offices	Fulcrum Way @ Tri-State Generation	Stanley Dr @ Safelite Building	Safelite (Sprint) Blvd @ Home Depot	Mackenzie Dr @ Dara Dr	Grayson Hills Dr @ Brighton Hills Dr	Cibola Dr @ Valencia Dr
10	9	8	7	6	5	4	3	2	1
From New Mexico Rail Runner Express Station									
6:47 A	6:57 A	7:00 A	7:01 A	7:03 A	7:04 A	7:06 A	-	-	-
7:59	8:09	8:12	8:13	8:15	8:16	8:18	-	-	-
5:17 P	-	-	-	-	-	5:31 P	5:33 P	5:38 P	5:45 P
6:13	-	-	-	-	-	6:22	6:24	6:29	6:36

About Route 201

Route 201 provides weekday service during the AM/PM peak commute times. This route takes residents of Bernalillo and Northern Rio Rancho to and from the U.S. 550 Rail Runner Station. It also offers access from the U.S. 550 Station to job and retail centers in the area.

ADA Accessible

All of our buses and trains are ADA compliant and are equipped with wheelchair lifts or ramps.

Sandoval County Bus Service | 505.424.1110

Customer Service Hours: 5 am - 9 pm

Title VI / Non-Discrimination Notice

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Contact Information Información de contacto

NM Rail Runner
866.795.RAIL (7245)
www.riometro.org

Rio Metro Valencia
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www.riometro.org

Rio Metro Sandoval
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www.santafenm.gov

Socorro Public Transportation
575.835.1501
www.socorronm.gov

Bernalillo Enchanted Hills 201



Schedule Effective March 31, 2025
Horario efectivo a partir del 31 de marzo del 2025

RIO METRO
REGIONAL TRANSIT DISTRICT
866.795.7245 • riometro.org

Legend / Leyenda

 To & From NMRX Station

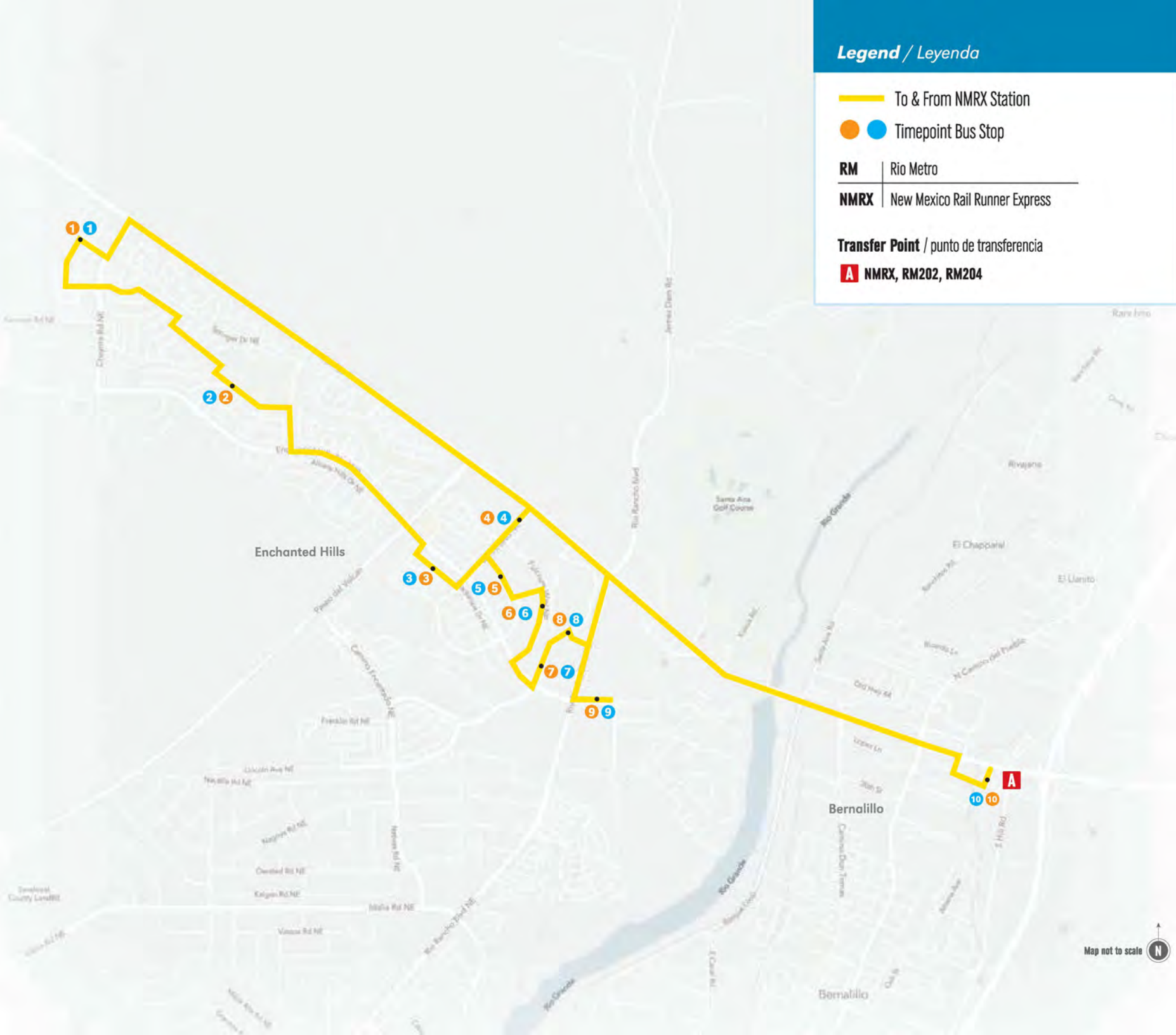
  Timepoint Bus Stop

RM | Rio Metro

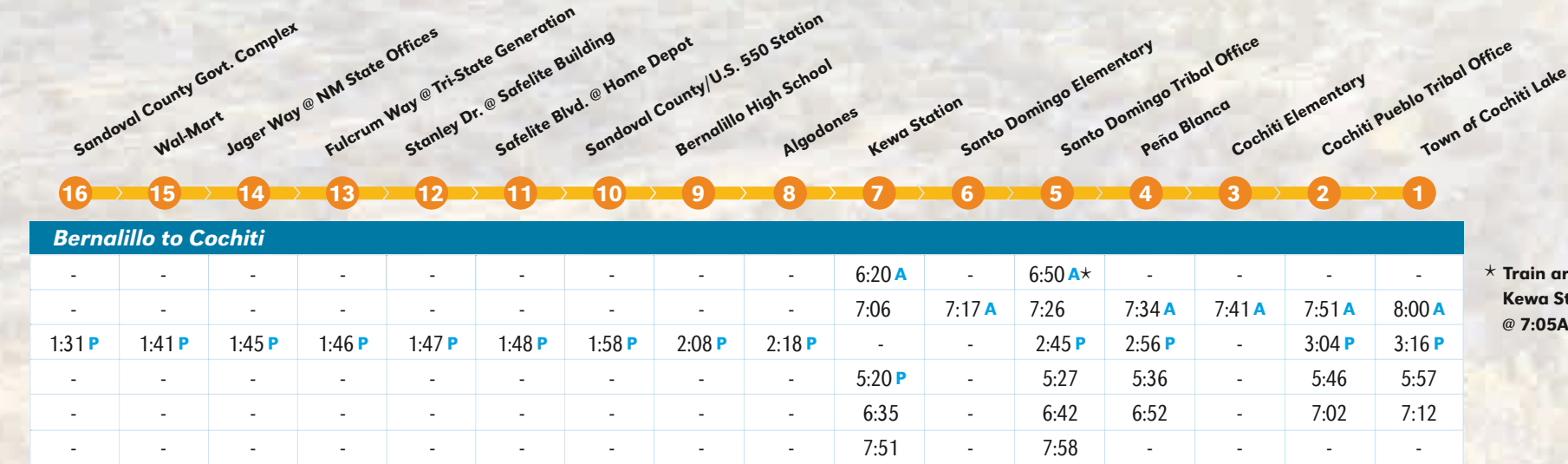
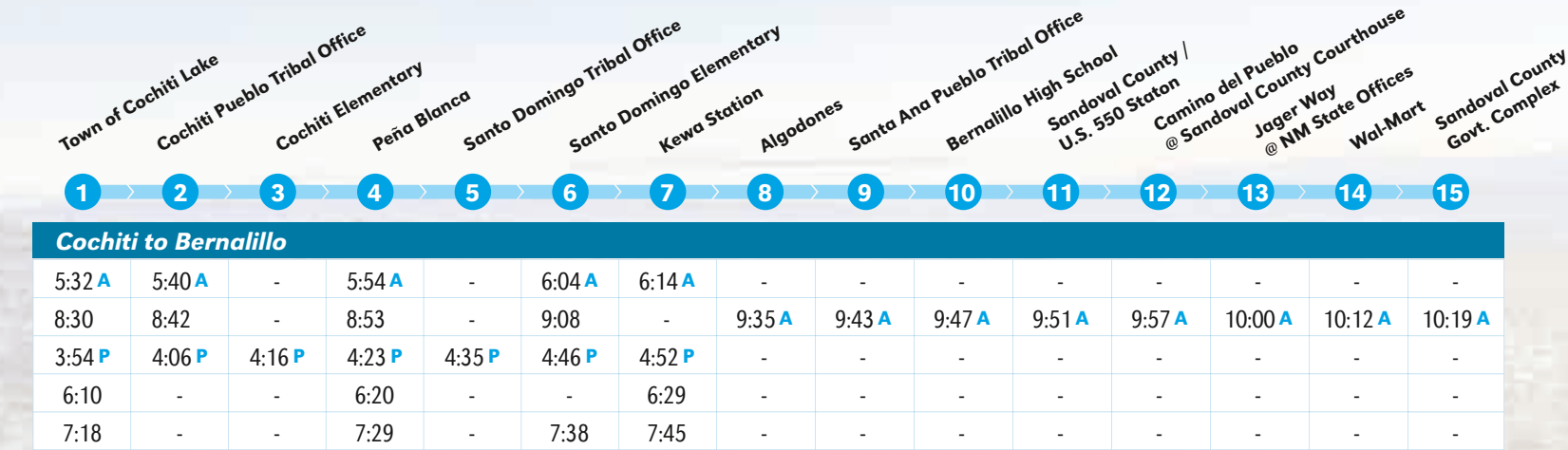
NMRX | New Mexico Rail Runner Express

Transfer Point / punto de transferencia

 NMRX, RM202, RM204



Monday through Friday / *lunes a viernes*
Bernalillo to Town of Cochiti Lake



★ Train arrives at Kewa Station @ 7:05A

About Route 202

Bus Route 202 operates weekdays to Bernalillo, Northern Rio Rancho, Santa Ana Pueblo, Algodones, Santo Domingo Pueblo, Kewa Rail Runner Station, Peña Blanca, Cochiti Pueblo and Cochiti Lake.

Sandoval County Bus Service | 505.424.1110

Customer Service Hours: 5 am - 9 pm

ADA Accessible

All of our buses and trains are ADA compliant and are equipped with wheelchair lifts or ramps.

Title VI / Non-Discrimination Notice

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Contact Information Información de contacto

NM Rail Runner
866.795.RAIL (7245)
www.riometro.org

Rio Metro Valencia
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Rio Metro Sandoval
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www.ncrtd.org

Santa Fe Trails
505.955.2001
www.santafenm.gov

Socorro Public Transportation
575.835.1501
www.socorronm.gov

Legend / Leyenda

- Bus Route 202
- - - - - Enlarged Inset
- ● Timepoint Bus Stop

RM	Rio Metro
NMRX	New Mexico Rail Runner Express

Transfer Point / punto de transferencia

A NMRX, RM204



Bernalillo Town of Cochiti Lake

202

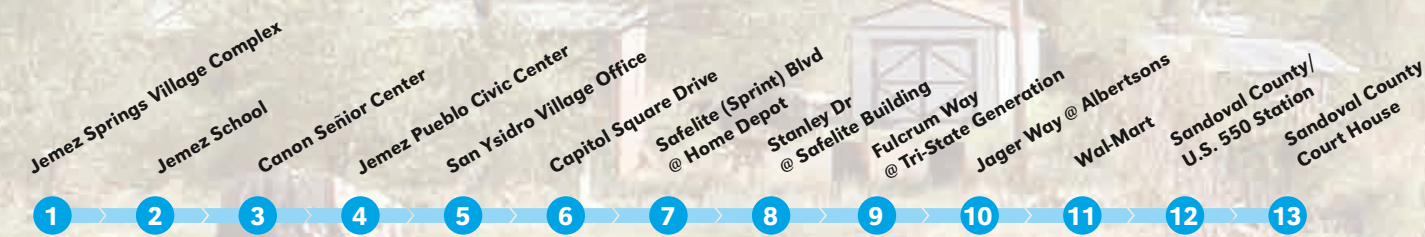


Schedule Effective March 31, 2025

Horario efectivo a partir del 31 de marzo del 2025



RIO METRO
REGIONAL TRANSIT DISTRICT
866.795.7245 • riometro.org



Jemez Springs to Bernalillo												
5:20 A	-	5:38 A	5:49 A	5:59 A	6:08 A	-	-	-	-	-	6:33 A	-
8:32	-	8:48	9:01	9:08	9:21	9:41 A	9:42 A	9:45 A	9:47 A	9:50 A	10:00	10:15 A
3:40 P	3:58 P	4:05 P	4:13 P	4:26 P	4:37 P	-	-	-	-	-	5:04 P	-
6:56	-	-	7:21	7:30	-	-	-	-	-	-	-	-
7:52	-	-	8:17	8:26	-	-	-	-	-	-	-	-



Bernalillo to Jemez Springs								
-	6:47 A	6:57 A	7:16 A	7:24 A	7:31 A	7:37 A	7:42 A	8:02 A
1:47 P	2:03 P	-	2:27 P	2:39 P	2:45 P	2:50 P	-	3:10 P
-	5:17	5:37 P	6:03	6:11	6:21	6:28	-	6:51
-	6:13	6:33	6:59	7:07	7:17	7:24	-	7:47

About Route 204

Route 204 serves as a two-way connection for Jemez, northern Rio Rancho and the US 550 Rail Runner station. The route operates during the peak AM/PM commute, with stops in Bernalillo, Zia Pueblo, San Isidro, Jemez Pueblo and Jemez Springs.

Sandoval County Bus Service | 505.424.1110
Customer Service Hours: 5 am - 9 pm

ADA Accessible

All of our buses and trains are ADA compliant and are equipped with wheelchair lifts or ramps.

Title VI / Non-Discrimination Notice

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Contact Information Información de contacto

- NM Rail Runner**
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www.riometro.org

Rio Metro Valencia
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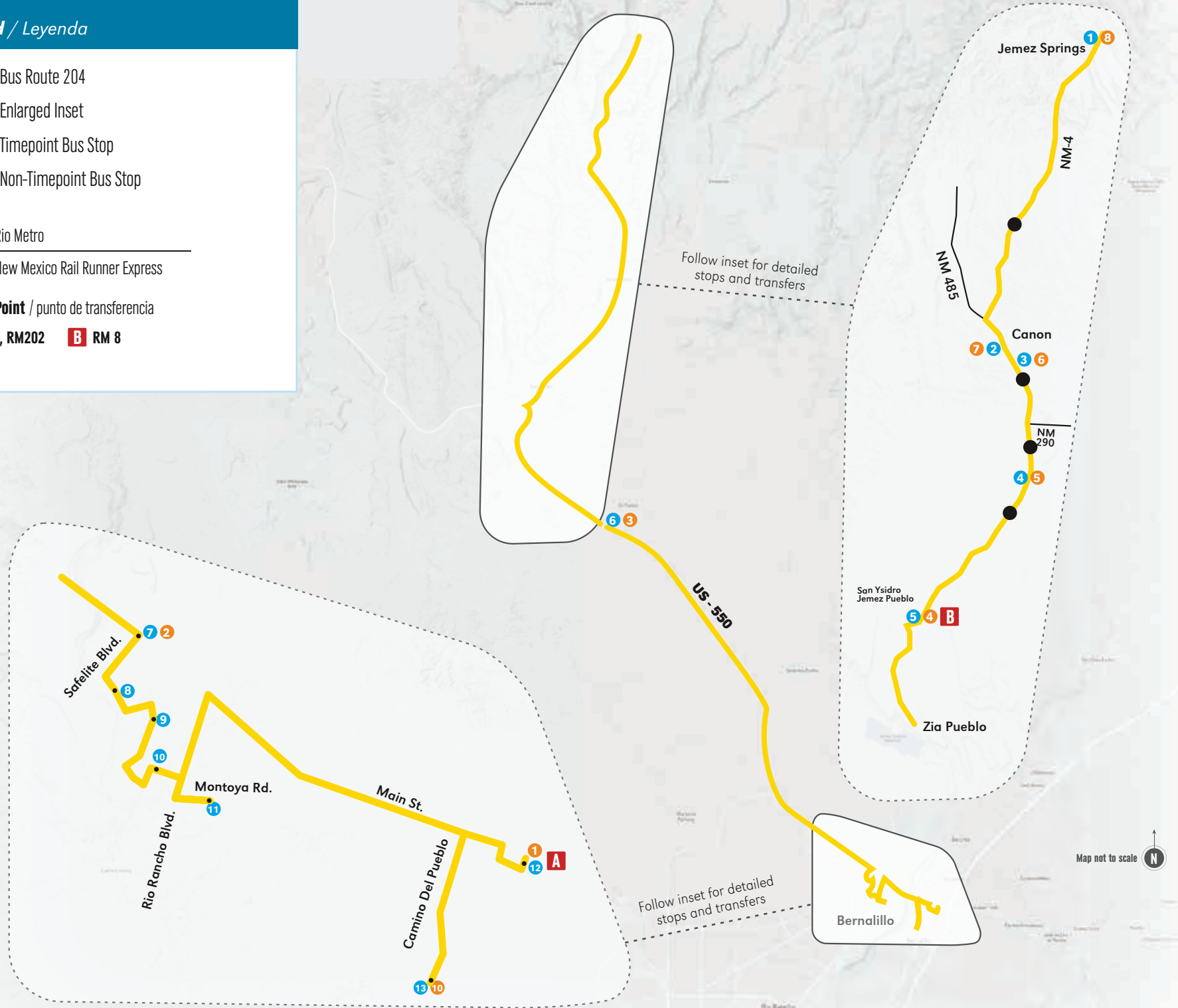
Legend / Leyenda

- Bus Route 204
- Enlarged Inset
- Timepoint Bus Stop
- Non-Timepoint Bus Stop

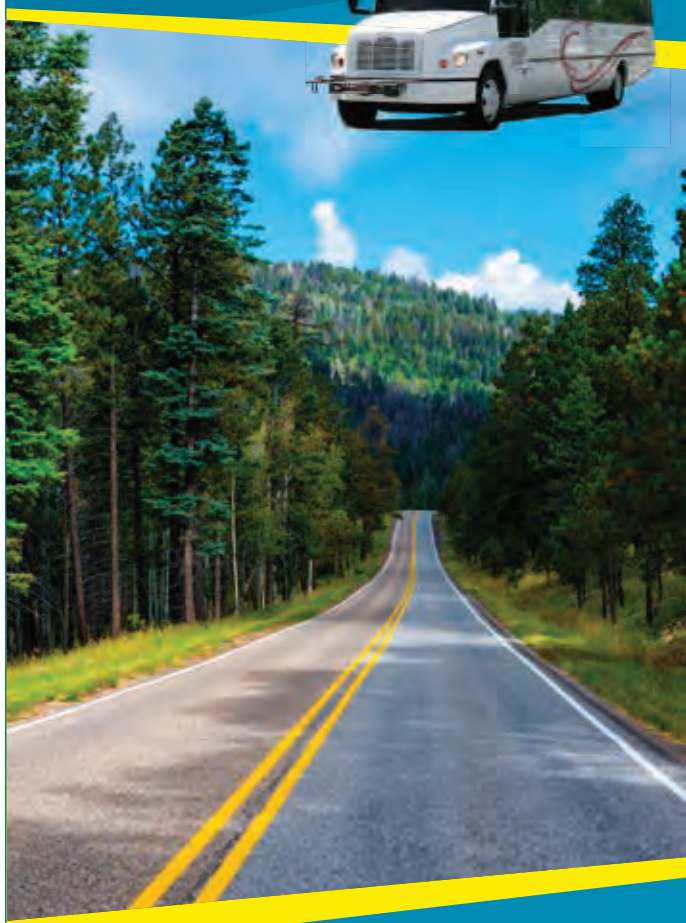
RM | Rio Metro
NMRX | New Mexico Rail Runner Express

Transfer Point / punto de transferencia

A NMRX, RM202 **B** RM 8



Jemez Springs Bernalillo 204



Schedule Effective March 31, 2025
Horario efectivo a partir del 31 de marzo del 2025



About Route 366

Bus Route 366 provides three westbound and three eastbound trips morning and evening between the Central & Unser Transit Center in Albuquerque and the Route 66 Casino Hotel. Weekdays only.

Sandoval County Bus Service | 505.424.1110

Customer Service Hours: 5 am - 9 pm

ADA Accessible

All of our buses and trains are ADA compliant and are equipped with wheelchair lifts or ramps.

Title VI / Non-Discrimination Notice

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Contact Information Información de contacto

NM Rail Runner

866.795.RAIL (7245)
www.riometro.org

Rio Metro Valencia

505.352.3595
www.riometro.org

Rio Metro Sandoval

505.404.2063
www.riometro.org

ABQ RIDE

505.243.RIDE (7433)
www.cabq.gov/transit

NM Park & Ride

866.551.RIDE (7433)
www.nmparkandride.com

NCRTD / Blue Bus

866.206.0754
www.ncrtd.org

Santa Fe Trails

505.955.2001
www.santafenm.gov

Socorro Public Transportation

575.835.1501
www.socorronm.gov

Central & Unser
Transit Center
to Route 66 Casino

366



Schedule Effective March 31, 2025

Horario efectivo a partir del 31 de marzo del 2025



RIO METRO
REGIONAL TRANSIT DISTRICT

866.795.7245 • riometro.org



Westbound to Route 66 Casino *Hacia oeste*

6:35 A	6:55 A
7:30	7:50
8:30	8:50
3:30 P	3:50 P
4:35	4:55
5:35	5:55



Eastbound from Route 66 Casino *Hacia este*

7:00 A	7:20 A
8:00	8:20
9:00	9:20
4:10 P	4:30 P
5:10	5:30
6:10	6:30



Legend / *Leyenda*

- Bus Route 366
- Major Cross Streets
- Timepoint Bus Stop

Rio Rancho / Corrales Dial-a-Ride

About

Rio Rancho / Corrales Dial-a-Ride is a weekday door-to-door transportation service for Rio Rancho and Village of Corrales residents 60 years of age and older, and for disabled adults 18 years of age and older. This service is for Rio Rancho and Village of Corrales residents only and you must be registered to use the service.

Children up to age 17 can ride with any eligible rider. Riders and children will be picked up and dropped off at the same location.

Service Area

- **Rio Rancho city limits**
- **Village of Corrales city limits**
- **Albuquerque (for medical appointments only):** One morning trip to Albuquerque and one afternoon trip to Rio Rancho daily. Call for details.
- **Cottonwood Mall Area (Includes the Northwest Transit Center):** Riders are limited to 6 bags per person, and are responsible for loading and unloading their own bags.

Eligibility

In order to receive service, all Dial-a-Ride passengers must complete an application form and be a Rio Rancho or Village of Corrales resident, with a physical address in Rio Rancho or Village of Corrales. Staff will ask for proof of residence, i.e. driver's license, checks, any utility bills.

Select Language ▼

Google Translate

293 of 423

Apply

Complete and return your application to the [Rio Metro Sandoval County Office](#) along with proof of residence (see the Eligibility section above for documents that will be accepted for proof of residence).

Seniors Age 60 and Older

- [Application for Service Seniors - English \(PDF\)](#)
- [Application for Service Seniors - Spanish \(PDF\)](#)

Adults Age 18-59 with Disabilities

- [Application for Service Disabled Adults Age 18-59 - English \(PDF\)](#)
- [Application for Service Disabled Adults Age 18-59 - Spanish \(PDF\)](#)

Companion Application

- [Rio Metro Application for Companion Status - English \(PDF\)](#)
- [Rio Metro Application for Companion Status - Spanish \(PDF\)](#)

For questions or information about your application, call the Sandoval County office:

- Phone: 505-404-2063
- TTY Phone: 505-891-1129
- [Hamilton Relay NM](#): 711

Fares

All Rio Metro buses and Dial-a-Ride services are fare free.

Reservations

- Rides must be reserved a minimum of 24-hours in advance
- Call: 505-404-2063
- TTY Phone: 505-891-1129
- [Hamilton Relay NM](#): 711
- Reservations are accepted between 6 a.m. and 6 p.m.
- Let reservationist know if you will have a child riding with you and the age of the child (child car seats are required for all children age 6 and younger and must be provided by rider)

Bus schedules fill up quickly, so it is best to call several days in advance to schedule your ride. Reservations are accepted up to two weeks in advance.

Rio Metro Rider's Guide

- View the [Rio Metro Rider's Guide - English \(PDF\)](#).
- View the [Rio Metro Rider's Guide - Spanish \(PDF\)](#).

Alternate Format

To request this information in an alternate format (eg., Braille, large print, audio), please contact Customer Service at 1-866-795-7245 or [click here](#) to download the request form.

Title VI

The Rio Metro Regional Transit District operates its programs and services without regard to race, color, national origin, and disability, in accordance with Title VI of the Civil Rights Act and the Americans with Disabilities Act. Visit our [Title VI / Non-Discrimination Notice Web Page](#).



Contact Us

Sandoval County Office

Physical Address

1804 Idalia Road NE
Rio Rancho, NM 87124

Phone:

505-404-2063

TTY:

505-891-1129

Contact For:

Dial-a-Ride bus service in Rio Rancho and Corrales.

Reservation Hours:

Monday - Friday

6 a.m. - 6 p.m.

Transportation Hours:

Monday - Friday

6:30 a.m. - 5 p.m.

About Route 208

Bus route 208 provides three northbound and three southbound trips morning/midday between Valencia County, the Pueblo of Isleta, and Downtown Albuquerque when the Rail Runner does not operate. Riders are encouraged to use Route 208 in combination with the Rail Runner, for example, by taking the bus to Downtown Albuquerque midday and returning by train in the evening. Weekdays only.

ADA Accessible

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Title VI / Non-Discrimination Notice

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Contact Information Información de contacto

NM Rail Runner

866.795.RAIL (7245)
www.riometro.org

Rio Metro Valencia

505.352.3595
www.riometro.org

Rio Metro Sandoval

505.404.2063
www.riometro.org

ABQ RIDE

505.243.RIDE (7433)
www.cabq.gov/transit

NM Park & Ride

866.551.RIDE (7433)
www.nmparkandride.com

NCRTD / Blue Bus

866.206.0754
www.ncrtd.org

Santa Fe Trails

505.955.2001
www.santafenm.gov

Socorro Public Transportation

575.835.1501
www.socorronm.gov

Midday Express

Downtown Albuquerque
Pueblo of Isleta
Valencia County

208



Schedule Effective March 31, 2025

Horario efectivo a partir del 31 de marzo del 2025



RIO METRO
REGIONAL TRANSIT DISTRICT

866.795.7245 • riometro.org



Legend / *Leyenda*

- Bus Route 208
- River
- Major Cross Streets
- Time Point Bus Stop
- Non-Timepoint Bus Stop

RM	Rio Metro
NMRX	New Mexico Rail Runner Express
Transfer Points / puntos de transferencia	
A	NMRX, RM210
B	RM210
C	RM210
D	RM210



Los Lunas UNM Valencia Campus 209

Fall Bus Schedule August 18th - Dec. 12th, 2025

Monday
through
Thursday



Campus Connection EXPRESS - FREE Ride to UNM-Valencia

Los Lunas
Rail Runner Station

Arrival UNM
Valencia Campus

1 → 2

To UNM Valencia Campus

8:30 A	8:55 A
10:00 A	10:25 A
1:00 P	1:25 P

UNM
Valencia Campus

Arrival Los Lunas
Rail Runner Station

2 → 1

From UNM Valencia Campus

12:00 P	12:25 P
3:00 P	3:25 P
4:30 P	4:45 P

riometro.org 505.352.3595

Legend / Leyenda

- River
- To and From UNM-Valencia Campus
- Major Cross Streets
- Timepoint Bus Stop
- Timepoint Bus Stop

NM VALENCIA

valencia.unm.edu



- River
- Los Lunas - Bosque Farms
- Huning Ranch - Bosque Farms
- Major Cross Streets
- 1/4 Mile Deviated Fixed Route Boundary
- Timepoint Bus Stop
- Non-Timepoint Bus Stop

RM	Rio Metro
NMRX	New Mexico Rail Runner Express

Transfer Points / puntos de transferencia

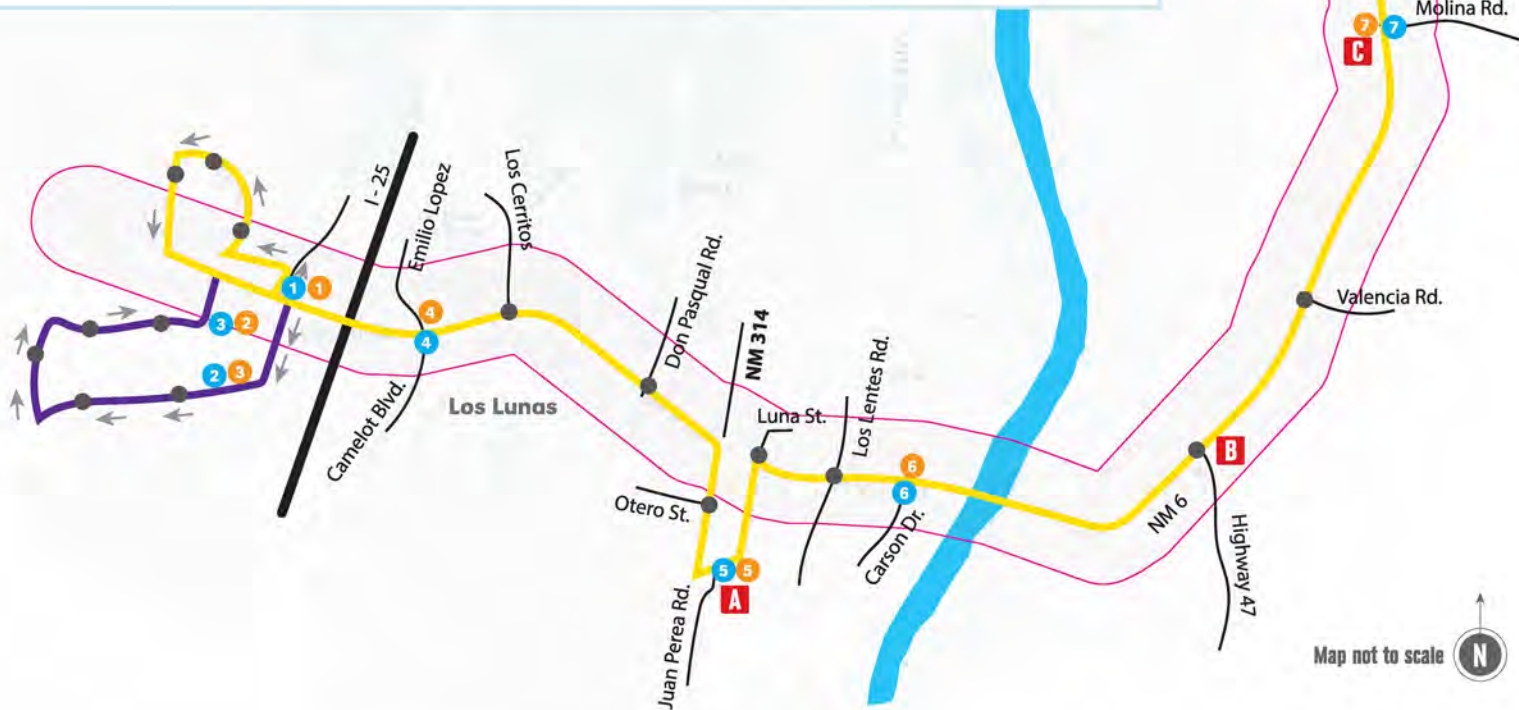
- A NMRX, RM208
- B RM208
- C RM208
- D RM208

Deviated Fixed Route

Rio Metro Route 210 is a Deviated Fixed Route bus service. This means that the bus operates along a fixed route and keeps to a timetable, but passengers can request to be picked up or dropped off up to one quarter (1/4) of a mile off of the bus route. After deviating from the route, the bus returns to the same point it deviated from to continue its run. The pickup and drop off locations will be at the curb. Deviated Fixed Routes are open to the **general public** and person(s) with or without disabilities. One deviation per run up to 1/4 mile off the route will be provided and trips will be scheduled on a first-come, first-served basis. Passengers must call the Rio Metro Dispatch Office at 505-352-3595 to request this service the day before service is desired by 12:00 p.m.

Desviado Ruta Fijas

Río Metro ruta 210 es un servicio de autobús de ruta fija se desvió. Esto significa que el bus funciona a lo largo de una ruta fija y mantiene un horario, pero pasajeros pueden solicitar ser recogido o dejados hasta un cuarto (1/4) de milla de la ruta del autobús. Después de la desviación de la ruta, el autobús se devuelve al mismo punto se desvió de continuar su recorrido. La recogida y devolución de localidades será en la acera. Desviado rutas fijas están abiertas al **público en general** y personas con y sin discapacidad. Una desviación por ejecutar hasta 1/4 de milla de la ruta será proporcionado y viajes se programarán en orden de llegada. Pasajeros deben llamar a la oficina de despacho Río Metro en 505-352-3595 para solicitar este servicio el día antes de que se desea servicio de 12:00 p.m.



Los Lunas Bosque Farms 210

Deviated Fixed Route



Schedule Effective March 31, 2025
Horario efectivo a partir del 31 de marzo del 2025



Eastbound rumbo este							
-	5:20 A	5:23 A	5:29 A	5:37 A	5:50 A	5:55 A	5:59 A
-	6:16	6:19	6:25	6:33	6:46	6:51	6:55
-	7:24	7:27	7:33	7:41	7:54	7:59	8:05
8:15 A	-	-	8:20	8:28	8:41	8:46	8:50
9:00	-	-	9:05	9:13	9:26	9:31	9:35
9:45	-	-	9:50	9:58	10:11	10:16	10:20
10:30	-	-	10:35	10:43	10:56	11:01	11:05
11:15	-	-	11:20	11:28	11:41	11:46	11:50
12:00 P	-	-	12:05 P	12:13 P	12:26 P	12:31 P	12:35 P
12:45	-	-	12:50	12:58	1:11	1:16	1:20
1:30	-	-	1:35	1:43	1:56	2:01	2:05
2:15	-	-	2:20	2:28	2:41	2:46	2:50
3:00	-	-	3:05	3:13	3:26	3:31	3:35
3:45	-	-	3:50	3:58	4:11	4:16	4:20
4:30	-	-	4:35	4:43	4:56	5:01	5:05
5:15	-	-	5:20	5:28	5:41	5:46	5:50
6:00	-	-	6:05	6:13	6:26	6:31	6:35
6:45	-	-	6:50	6:58	7:11	7:16	7:20
7:20	-	-	7:25	7:33	7:46	7:51	7:55



Westbound rumbo oeste							
5:20 A	5:23 A	5:30 A	5:34 A	5:46 A	-	-	5:55 A
6:16	6:19	6:26	6:30	6:42	-	-	6:51
7:35	7:38	7:45	7:49	8:01	-	-	8:10
8:15	8:18	8:25	8:29	8:41	-	-	8:50
9:00	9:03	9:10	9:14	9:26	-	-	9:35
9:45	9:48	9:55	9:59	10:11	-	-	10:20
10:30	10:33	10:40	10:44	10:56	-	-	11:05
11:15	11:18	11:25	11:29	11:41	-	-	11:50
12:00 P	12:03 P	12:10 P	12:14 P	12:26 P	-	-	12:35 P
12:45	12:48	12:55	12:59	1:11	-	-	1:20
1:30	1:33	1:40	1:44	1:56	-	-	2:05
2:15	2:18	2:25	2:29	2:41	-	-	2:50
3:00	3:03	3:10	3:14	3:26	3:32 P	3:38 P	-
3:45	3:48	3:55	3:59	4:11	-	-	4:20
4:30	4:33	4:40	4:44	4:56	-	-	5:05
5:15	5:18	5:25	5:29	5:41	5:47	5:53	-
6:00	6:03	6:10	6:14	6:26	-	-	6:35
6:35	6:38	6:45	6:49	6:55	7:01	7:07	-
7:20	7:25	7:32	7:36	7:42	7:48	7:54	-

About Route 210

Bus Route 210 operates weekdays along NM 6 and NM 47 in Valencia County. This route provides access to several businesses, schools, government offices, and recreational areas in the region. Travel between Los Lunas, Peralta and Bosque Farms, or take a bus connection into Albuquerque, Belen or the Pueblo of Isleta. Route 210 also provides a connection to the Los Lunas Rail Runner Station.

ADA Accessible

All of our buses and trains are ADA compliant and are equipped with wheelchair lifts or ramps.



Contact Information Información de contacto

Title VI / Non-Discrimination Notice

The Rio Metro Regional Transit District is committed to its Title VI obligations. We do not discriminate on the basis of race, color or national origin in the delivery of service. To obtain more information on our non-discrimination obligations or to file a Title VI complaint, contact us at 809 Copper Ave. NW, ABQ, NM 87102.

El Distrito de Tránsito Regional de Río Metro cumple con las obligaciones del Título VI. No discriminamos por raza, color ni origen nacional al brindar nuestros servicios. Para obtener más información sobre nuestros deberes antidiscriminatorios o para presentar un reclamo del Título VI, contáctenos en 809 Copper Ave. NW, ABQ, NM 87102.

NM Rail Runner
866.795.RAIL (7245)
www.riometro.org

Rio Metro Valencia
505.352.3595
www.riometro.org

Rio Metro Sandoval
505.404.2063
www.riometro.org

ABQ RIDE
505.243.RIDE (7433)
www.cabq.gov/transit

NM Park & Ride
866.551.RIDE (7433)
www.nmparkandride.com

NCRTD / Blue Bus
866.206.0754
www.ncrtd.org

Santa Fe Trails
505.955.2001
www.santafenm.gov

Socorro Public Transportation
575.835.1501
www.socorronm.gov

Valencia County Dial-a-Ride

About Valencia County Dial-a-Ride

The Rio Metro Regional Transit District operates Dial-a-Ride service to connect communities in Valencia County. Valencia County Dial-a-Ride can accommodate the general public, including seniors and people with disabilities. Dial-a-Ride can also bring you to a New Mexico Rail Runner Express station and to Albuquerque for medical appointments. This service operates on weekdays only.

Service Area

Available to anyone traveling throughout Valencia County, including Belen, Bosque Farms, Los Chavez, Los Lunas, Peralta, Rio Communities, Tomé, and UNM-Valencia Campus.

Rides may also be requested from Valencia County to Albuquerque for medical appointments. Passengers utilizing this service must schedule a 6:30 a.m. pickup, and the return time will be no later than 2 p.m. Medical appointments must be scheduled to start at 9 a.m. or later, and passengers must be ready to return by 2 p.m.

Request a Ride

- Call 505-352-3595 to request a ride
- Ride requests are accepted between 5 a.m. and 3 p.m. Monday through Friday
- Ride requests can be made up to two weeks in advance, and no later than 12 Noon one business day in advance
- For Monday rides, requests must be made by 12 Noon on the Friday before
- Rio Metro dispatchers will work with riders to accommodate requested times or give other options based on bus availability

Select Language ▼

Google Translate

Eligibility

No eligibility requirements.

Fares

All Rio Metro buses and Dial-a-Ride services are fare free.

Rio Metro Rider's Guide

- View the [Rio Metro Rider's Guide - English \(PDF\)](#)
- View the [Rio Metro Rider's Guide - Spanish \(PDF\)](#)

Alternate Format

To request this information in an alternate format (eg., Braille, large print, audio), please contact Customer Service at 1-866-795-7245 or [click here](#) to download the request form.

Title VI

The Rio Metro Regional Transit District operates its programs and services without regard to race, color, national origin, and disability, in accordance with Title VI of the Civil Rights Act and the Americans with Disabilities Act. Visit our [Title VI / Non-Discrimination Notice Web Page](#).



Contact Us

Valencia County Office

Physical Address

3437 Lambros Loop SE
Los Lunas, NM 87031

Phone:

505-352-3595

TTY:

505-891-1129

Contact For:

Dial-a-ride and fixed route bus service in Valencia County, including Belen and Los Lunas.

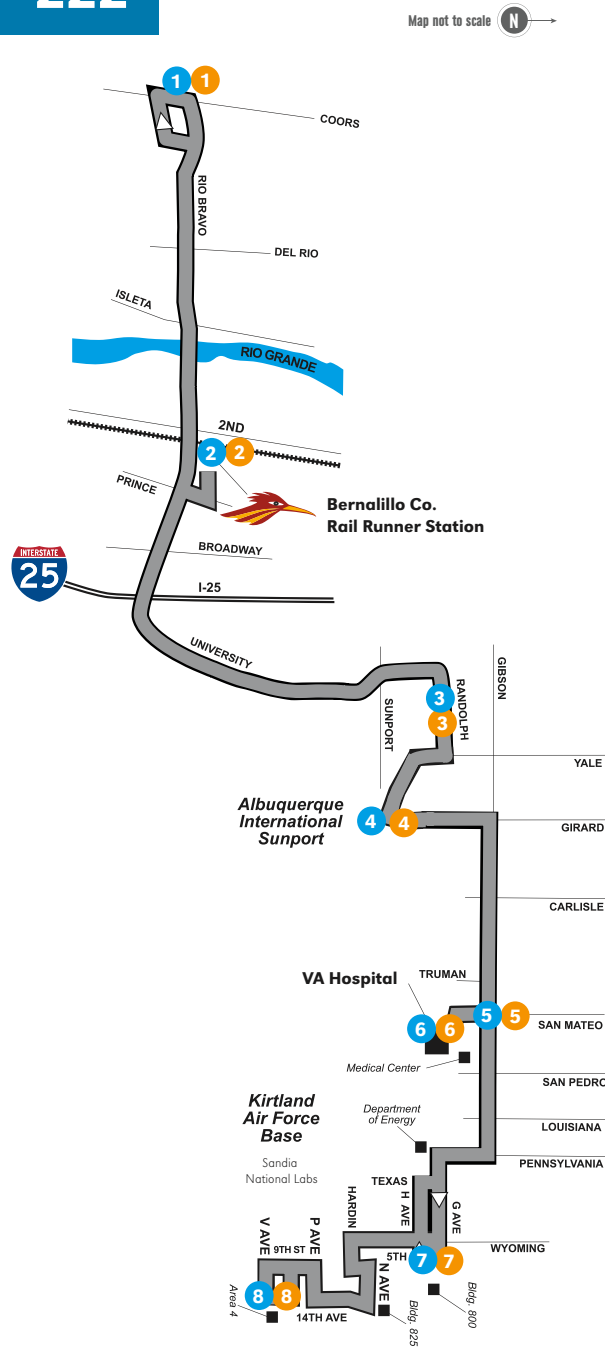
Reservation Hours:

5:00 a.m. - 3:00 p.m.
Monday - Friday

Transportation Hours:

4:30 a.m. - 8:30 p.m.
Monday - Friday

222



222 Eastbound *rumbo este*

5:55a	6:05a	6:11a	6:21a	6:24a	6:31a	6:34a	6:41a	6:51a
6:51a	7:01a	7:07a	7:17a	7:20a	7:27a	7:30a	7:37a	7:47a



222 Westbound *rumbo oeste*

4:00p	4:07p	4:17p	4:20p	4:25p	4:28p	4:43p	4:50p	5:03p
5:11p	5:18p	5:28p	5:31p	5:36p	5:39p	5:54p	6:01p	6:14p

Proper identification
Identificación apropiada

People without proper military clearance and identification may not be allowed to enter Kirtland Air Force Base.

All buses are wheelchair accessible
Todos los autobuses son accesibles para sillas de ruedas

Reservations
Reservas

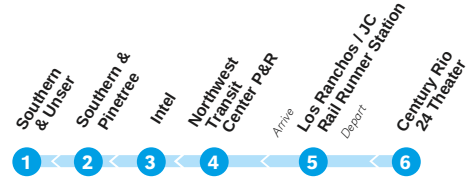
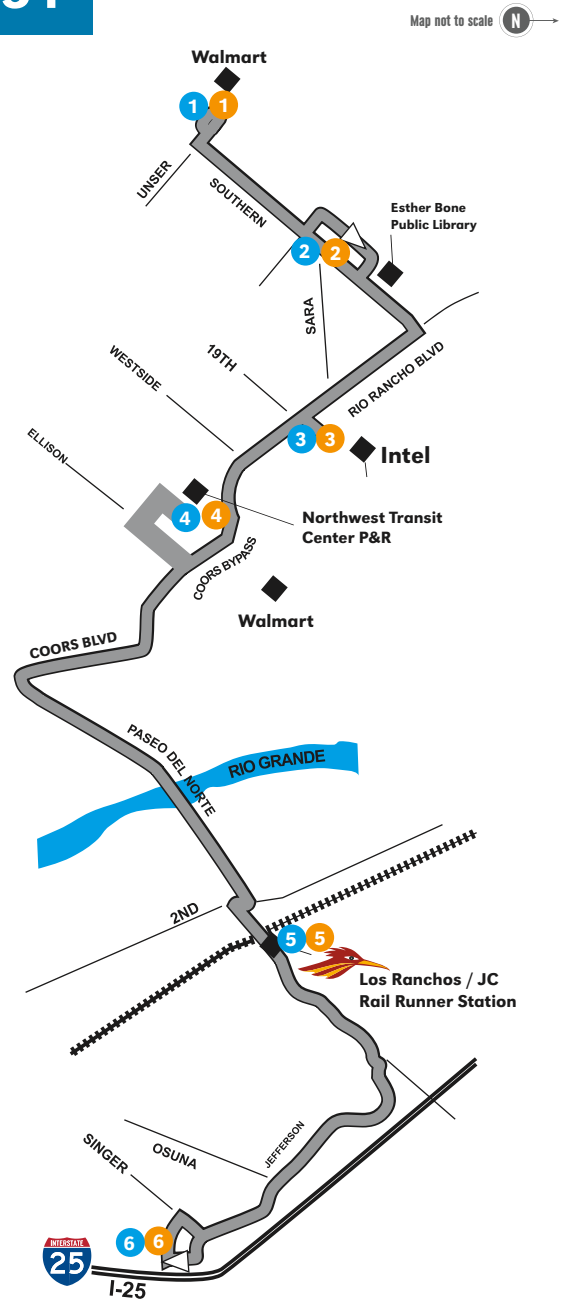
Reservation Hours:
6:00 a.m. - 12 Noon
Monday - Friday

Phone:
505-352-3595

TTY:
505-891-1129

Transportation Hours:
4:30 a.m. - 8:30 p.m.
Monday - Friday

251



251 East/Southbound *rumbo este/sur*

5:45a	5:53a	6:01a	6:07a	6:27a	6:35a	6:49a
6:44a	6:52a	7:00a	7:06a	7:27a	7:37a	7:51a



251 North/Westbound *rumbo norte/oeste*

5:07p	5:26p	5:35p	5:53p	6:01p	6:08p	6:14p
5:52p	6:10p	6:17p	6:31p	6:39p	6:45p	6:51p

All buses are wheelchair accessible
Todos los autobuses son accesibles para sillas de ruedas

Reservations
Reservas

Reservation Hours:
6:00 a.m. - 12 Noon
Monday - Friday

Phone:
505-352-3595

TTY:
505-891-1129

Transportation Hours:
4:30 a.m. - 8:30 p.m.
Monday - Friday

About the 222

The Commuter 222 Dial-a-Ride is a weekday transportation service from the Bernalillo County Rail Runner Station to the Albuquerque International Sunport, the Raymond G. Murphy VA Medical Center, Kirtland Airforce Base, and back. This service can accommodate the general public, including seniors and people with disabilities.

About the 251

The Commuter 251 Dial-a-Ride is a weekday transportation service from the Los Ranchos/Journal Center Rail Runner Station to Century Rio 24, the Northwest Transit Center, Intel, Walmart and points in Rio Rancho, and back. This service can accommodate the general public, including seniors and people with disabilities.

Request a Ride

- Call Monday through Friday 505-352-3595
- Requests are accepted between 6 a.m. and 12 Noon one business day in advance
- For Monday rides, requests must be made by 12 Noon on the Friday before.

No eligibility requirements.



Rio Metro Regional Transit District

Rio Metro is the primary regional transit provider for Bernalillo, Sandoval and Valencia counties, offering transit service between municipalities and across county lines. Rio Metro manages the New Mexico Rail Runner Express commuter rail and operates and/or funds select bus routes in the three-county area. Rio Metro's services also provide links to other statewide destinations and transportation markets including Santa Fe, Taos, and Socorro.



Monday - Friday Train Departures

**Bernalillo Co.
Rail Runner Station**

**Los Ranchos / JC
Rail Runner Station**

222 Connection 251 Connection

North South		North South	
6:07A	4:54A	4:47A	6:57A
7:06A	5:38A	5:17A	8:32A
8:35A	7:19A	6:34A	11:29A
10:16P	8:57A	7:36A	2:21P
4:06P	2:51P	9:50A	4:13P
6:29P	4:52P	12:39P	5:34P
7:41P	6:00P	2:38P	6:16P
8:36P	7:12P	4:41P	6:49P
		5:49P	8:05P
		7:06P	10:19P

Title VI / Non-Discrimination Notice

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Customer Service
866.795.RAIL (7245)

Monday - Friday: 6 am -10:00 pm
Saturday: 7:30 am -11:30 pm
Sunday: 7 am -10 pm

www.riometro.org



View the full
train schedule



3 Ways to Purchase Your Train Ticket

Mobile APP: Download the free “Rail Runner” app to your Apple or Android device.

Online: Visit www.riometro.org to purchase and print your ticket.

On Board The Train: Have a seat and a Ticket Agent will collect your fare.

Did You Know?

Take your bicycle on the train. To reserve a bike locker located at the station, call 866.795.7245.

Use **FREE shuttle connections** to get to and from the Albuquerque Intl. Sunport and the Rail Runner station.

Children under 10 years must be accompanied by an adult 18 years or older.

All trains, stations and buses are fully accessible and equipped with ADA ramps and/or wheelchair lifts.

Rail Runner FREE FARES / Rail Runner TARIFA GRATIS

Children 9 and under | *Niños 9 años y menores*

Active Duty Military & Veterans Accepted IDs include a VHIC or VA medical card, a veteran’s ID (VIC card), a driver’s license with a veteran’s designation, Department of Defense Active Duty & Dependent Military IDs, and the NMRX Freedom Pass.

Servicio de veteranos y militares activos
Las identificaciones aceptadas son la tarjeta médica VA o VHIC, una identificación de veteranos (VIC), una licencia de conducir con una designación de veterano, el departamento de defensa de identificación militares activos y dependientes, y la tarjeta de libertad del Rail Runner.

Seniors 60+ Ride Free on Wednesday
Las personas mayores de 60 años viajan gratis el miércoles

Bus Connections

Rio Metro Valencia
505.352.3595
www.riometro.org

NM Park & Ride
866.551.RIDE (7433)
www.nmparkandride.com

Rio Metro Sandoval
505.404.2063
www.riometro.org

NCRTD / Blue Bus
866.206.0754
www.ncrtd.org

ABQ RIDE
505.243.RIDE (7433)
www.cabq.gov/transit

Socorro Public Transportation
575.835.1501
www.socorronm.gov

Santa Fe Trails
505.955.2001
www.santafenm.gov

Rio Metro
Dial-A-Ride Commuter
222/251



Schedule Effective March 31, 2025
Horario efectivo a partir del 31 de marzo del 2025



RIO METRO
REGIONAL TRANSIT DISTRICT
866.795.7245 • riometro.org

FY26 Marketing Dashboard

July	August	September	October	November	December	January	February	March	April	May	June
Rio Metro Branding											
Youth 17 & Under Ride Free			Balloon Fiesta Safety PSA & Geo-Fencing Campaign								Youth 17 & Under Ride Free
Operation Safe Driver Week		New Mexico State Fair (Veterans Day; Senior Day)				RMRTD Human Trafficking Awareness Campaign (kick-off and ongoing)					
									Senior Visitation Program- Santa Fe National Cemetery		
					Holiday Meet & Greet w/Santa (Montano Station)						
			Pedestrian Safety Month					Transit Operators Appreciation Day			
		Rail Safety Week									
							NMRX 20th Anniversary Planning and Quarterly Events- 7/14				
Latinos In Transit Leadership Summit Planning-10/2-4											
60+ Ride Free on Wednesday											
Rail Safety											
Reading on the Rails											
Mascot Appearances											
Senior Centers Exchange											
Veterans/Military Outreach											
Community Outreach											
	Fall/Winter Issue										
Rail AdvertisingBus AdvertisingDigital Advertising											
International Folk Art Market (IFAM)	Burning of Zozobra								Gathering of Nations Pow Wow	NMLE Memorial Bike Ride	Shakespeare on the Rail; SFRCC Concert & Movie Series
SFRCC Concert & Movie Series			Balloon Museum & Balloon Fiesta							Bike to Work Day ABQ/ Bike Summer Month Santa Fe	
		Albuquerque Film & Music Experience (AFMX)	Day of the Tread/ Rail Runner Family Ride								
		New Mexico Ice Wolves (Ice Hockey) - 8 month season			New Mexico Bowl (Football)				ABQ Isotopes (Baseball) - 6 month season	New Mexico United (Soccer) - 7 month season	
Print Advertising (Newspaper front page banner ad, Magazines, Special Editions, Regional Magazine, etc.)											
Website Updates											
Passenger Communications (Monthly E-news, Blog Posts, etc.); Social Media Posts and Contests											



Rio Metro Regional Transit District Classification Description

Classification Title: Transit Manager Bus
Department: Transit
Grade:

FLSA Status: Exempt
Date: 6/10/2025

GENERAL DESCRIPTION

Responsible for managing the operational activities of the RMRTD's bus service in a safe, efficient, credible, and cost-effective manner. Oversees operations, administrative activities. This includes oversight of Contract Operators and RMRTD staff. The Transit Bus Operations Manager is responsible for developing program goals, budgets, plans and priorities; assigns, and monitors work for and directs the review and analysis of program operations and monitors system performance to identify and solve problems; evaluates performance of program operations; directs the availability and assignment of proper operating and supervisory staff and resources; directs the availability and assignment of proper operating and supervisory staff and resources; directs compliance with policies, procedures; prepares and reviews reports, contracts, correspondence, standard operating procedures and transportation notices; interacts and coordinates with contract local governments and other relevant public and private agencies; conducts or directs the investigation of accidents; responsible for communicating and implementing safety rules, policies and procedures and maintains accountability with staff, contract operators and others for the safety performance of the service. The Transit Bus Operations Manager is responsible and accountable for performing the job with a high degree of leadership and attention to personnel, passenger, and contractor safety and health and system performance.

SUPERVISION RECEIVED

Works under the general guidance and direction of the Director Of Operations or assigned supervisor.

SUPERVISION EXERCISED

Provides close to general supervision to Transit Operators and Dispatchers.

NATURE OF WORK

Essential Functions: The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Serves as the Manager of RMRTD bus service.

- Oversees and directs RMRTD staff and Contract Operators.
 - Oversees the implementation and adherence to all necessary policies and procedures.
 - Manages the overall activities of RMRTD's bus service in a safe, efficient, credible and cost-effective manner.
 - Prepares/reviews/presents written reports, agreements, plans budgets, and programs.
 - Coordinates with public and private agencies.
- Must be available at all hours on all days to ensure that bus operations is able to function during all situations and circumstances.

Minimum Qualifications

Education and Experience

Bachelor's Degree in Public Administration, Business Administration or ten (10) years of experience in a transportation related field of which two (2) years must be in Public Transportation (e.g., school bus, fixed route, demand response, paratransit, park and ride, charter bus) and seven (7) years of progressive supervisory experience.

Additional Requirements

- Demonstrated ability to handle multiple issues concurrently.
- Must have a valid driver's license, and a clean driving record.
- Ability to meet deadlines and adhere to stated policies and procedures.
Demonstrated ability to plan, organize, monitor work, interpret, understand and apply laws, rules and regulations, policies procedures, contracts, and budgets; analyze situations, identify problems, recommend solutions, and evaluate outcomes, communicate effectively orally and in writing; plan financial, staffing and resource needs.

A bachelor's degree in a related field may substitute for two (2) years of the required experience.

Knowledge, Skills, and Abilities

Considerable knowledge of operation principles, operating routes, fares, safety, system and traffic regulations to implement an efficient, safe and dependable transit operation.

Considerable skill supervisory skills, high level of skill in communication, both written and verbal, and demonstrated customer service skills.

Ability to use computers, ability to plan, assign, direct, coordinate and review the work of others; exercise judgment and creativity in making decisions, interact professionally with various levels of Rio Metro employees and the public; communicate effectively in English and produce required reports relative to transit operations.

Physical Demands/Work Environment

Work is performed both in an office setting and in the field monitoring service operations. Irregular work hours and evening and weekend (including Sunday) work may be required. Frequent exposure to inclement weather, noise, fumes, gases or other health hazards. Must be able to meet deadlines with severe time constraints.

ADA/EEO Compliance

Rio Metro Regional Transit District (RMRTD) is an Equal Opportunity Employer. In compliance with the American's with Disabilities Act, the RMRTD will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

Incumbent

Date

Supervisor

Date

History:

Dev. 9/2015 HR Dev: _____ DEPT Rev: _____ HR Appr: _____

Rev Revision Review: HR Dev: _____ DEPT Rev: _____ HR Appr: _____



Rio Metro Regional Transit District Classification Description

Classification Title: Transit Training Coordinator
Department: Transit
Grade:

FLSA Status: Nonexempt
Reports to: Transit Management
Date: DRAFT 5/2025

GENERAL DESCRIPTION

Directs and oversees training activities for Rio Metro Bus Operations, including operator, safety, customer service, and professional development training. Facilitates individual and team growth, enhances communication, and boosts efficiency through integrated training programs aligned with Rio Metro Bus Operations' customer service focus. Ensures training goals support the organization's needs, core competencies, and performance expectations. Reports to the Assistant Transit Director or Transit Managers.

ESSENTIAL FUNCTIONS

The following list of essential functions represents the tasks performed within this classification. The omission of a specific function does not prevent management from assigning related duties if they are logically associated with the position.

- Manages the development, administration and evaluation of training policies, programs, methods, materials and techniques for the Rio Metro Bus Operations.
- Assesses, formulates and develops the Rio Metro Bus Operations' specific training requirements into coordinated programs that meet the needs of Rio Metro Bus Operations employees.
- Assesses, formulates and develops the Rio Metro Bus Operations' specific training requirements into coordinate programs to meet the required New Mexico Department of Transportation training.
- Develops and maintains the Rio Metro Bus Operations training plan.
- Maintains records of Rio Metro Bus Operations' personnel training courses to include Transit Managers, Transit Supervisors and Transit Operators.
- Conducts classroom, behind the wheel, and one-on-one training for CDL.
- Conducts retraining in the safe operation of revenue equipment using guidelines and requirements set forth by Motor Vehicle Department (MVD), Federal Motor Carrier Safety Administration (FMCSA) and Federal Transit Administration (FTA).
- Provides instruction and evaluation to Transit Operators in behind the wheel skills including: proper pre-trip and post-trip bus inspections; safety and security issues; defensive driving, customer relations and emergency management skills; proper accident procedures and prevention techniques.
- Designs and conducts new hire orientation.
- Provides retraining and evaluation to Transit Operators as needed to ensure compliance with federal and state safety regulations and Rio Metro's policies and procedures i.e. decrease accidents, customer complaints, etc.
- Maintains the Accident Review Committee (ARC) schedule to review the preventability of accidents.

- Evaluates, selects and manages the services of organizational, managerial and development training consultants, as well as outside training vendors. Acts as the liaison between the Rio Metro and external training vendors.
- Monitors and evaluates state and national safety legislation and requirements, Rio Metro Bus Operations' Safety, Security and Emergency Preparedness Plan and accident trends to develop needed safety training.
- Coordinates safety and emergency preparedness training with local emergency and law enforcement personnel on Rio Metro buses and training of Bus Operations personnel on handling difficult passengers, evacuation of buses and use of safety equipment i.e. fire extinguishers.
- Develop, in collaboration with local and regional emergency management organizations, a memorandum of understanding to define Rio Metro's role and responsibility during a community-wide emergency response ensuring that municipal, county and regional emergency operations plans include formal protocols for the use of transit personnel and vehicles in support of emergency community response.
- Coordinates the development and distribution of safety education communications required by OSHA, Risk Management and other state and national regulators.
- In cases of emergency, may serve as Transit Dispatcher, Transit Supervisor or Transit Operator or in cases of unforeseen staffing shortages during regular work hours and after work hours.
- Attends meetings, seminars and workshops as required.
- Maintains, supports, and promotes a safe work environment while complying with all of Rio Metro's safety rules, policies and procedures.

Minimum Qualifications

Education and Experience

Related education and experience may be interchangeable on a year for year basis.

Bachelor's degree in public or business administration, education, organizational development or related field and three years of experience in developing and conducting training programs for various employee levels and adult education programs. Transit system experience is desirable (experience dealing with federal regulations such as OSHA, FTA, DOT, etc.).

Additional Requirements

- Must possess and maintain a valid New Mexico Commercial Driver's License (CDL-A, or B) with passenger (P) endorsement.
- **Must successfully pass a drug and alcohol screening prior to employment and random drug testing after employment.**
- Must obtain DOT medical certificate and keep current.
- Must successfully pass a background check and have a clean driving record (no DUIs or convictions).
- Positions in this classification are considered safety sensitive under Federal Transit Administration (FTA) drug and alcohol regulations.

Knowledge, Skills, and Abilities

- Demonstrated knowledge of training design and development, implementing and developing policies and procedures, training philosophies and methodologies.

- Exhibited skill in planning and organizing training programs.
- Provides effective oral and verbal communication skills in all areas of training
- Presents information in a clear and concise manner, both written and verbal.
- Establishes and maintains effective working relationships with associates, management, clients and vendors.
- Develops and conducts training programs for various employee levels.
- Works collaboratively with management and other employees in identifying and resolving training and related challenges and issues.
- Reads, comprehends and analyzes complex materials such as scientific reports, reference materials, etc.
- Maintains confidentiality of sensitive material and information.
- Proficient use of Microsoft 365 office and other training-related computer programs.
- Plans, assigns, directs, coordinates and reviews the work of others.
- Produces required reports relative to transit operations and training information and statistics.

Physical Demands/Work Environment

- Work is performed primarily in an office setting or classroom environment or in the field doing behind the wheel training.
- Requires close exposure to VDTs, CRTs and UV rays.
- Requires some exposure to other work environments existing at the Transit Division including, but not limited to, exposure to moving equipment and machinery.
- May be required to work irregular or extended hours.
- Requires sitting for extended periods of time and the ability to lift and carry up to 25 pounds in an office or class environment.
- Frequent manual dexterity for computer use and document handling.
- In the event that employee drives a bus, employee must be able to:
 - o Push, pull, and lift up to 35 pounds
 - o Push and pull wheelchair up to 275 pounds
 - o Bend with both knees and back, squat and/or kneel when securing a wheelchair.
- Adequate visual and auditory acuity (corrected or uncorrected) to perform duties
- Occasional local or regional travel required for meetings, training, or representation.

ADA/EEO Compliance

Rio Metro Regional Transit District (RMRTD) is an Equal Opportunity Employer. In compliance with the American's with Disabilities Act, the RMRTD will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

ACKNOWLEDGEMENT

This document does not create an employment contract, implied or otherwise, other than an "at-will" employment relationship.

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities, and other essential functions expected of an incumbent. An incumbent may be asked to perform other duties as required. This job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee.

I have read and understand the above job description. I verify that I meet the requirements and can perform the duties and responsibilities in this job description.

Employee Name

Date

Employee Signature

(Do you want to keep this?)

History:

Dev. 12/2013 HR Dev: _____ DEPT Rev: _____ HR Appr: _____

Rev Revision Review: HR Dev: _____ DEPT Rev: _____ HR Appr: _____



Rio Metro Regional Transit District Classification Description

Classification Title: Transit Operations Supervisor
Department: Transit
Grade:

FLSA Status: Nonexempt
Reports to: Transit Manager
Date: DRAFT 5/25

GENERAL DESCRIPTION

Supervises, monitors, adjusts and coordinates bus transportation and demands response service to ensure the delivery of safe, efficient and timely service to the community. Supervises bus fleet to ensure preventive maintenance is performed promptly and in compliance with safety regulations. Provides supervision to Transit Operators. Acts as manager in the absence of the Transit Manager and oversees all aspects of the Department.

ESSENTIAL FUNCTIONS

The following list of essential functions represents the tasks performed within this classification. The omission of a specific function does not prevent management from assigning related duties if they are logically associated with the position.

- Ensures that all Transit Operators observe and adhere to all federal, state and local laws, rules and procedures; and to all Rio Metro operating policies and procedures.
- Provides comprehensive hands-on instruction and evaluation to Transit Operators including: behind the wheel skills; proper pre-trip and post-trip bus inspections; safety and security issues; defensive driving, customer relations and emergency management skills; proper accident procedures and prevention techniques.
- Conducts new hire orientation.
- Assists, monitors, and oversees Transit Operators with special re-routing due to train delays, road closures caused by weather, street construction, traffic accidents, etc.
- Monitors the operator's daily work schedule to assure adequate coverage of all assignments.
- Performs supervisory duties including: customer relations; on-time performance; ride checks; route evaluation; re-routing; bus stop and passenger shelter inspections; accident/incident investigations; emergency situations.
- Coaches, mentors and provides guidance in all areas of job performance to Transit Operators.
- Maintains up-to-date Transit Operator files documenting all Performance Evaluation reviews, commendations, training, incidents and accidents, written reprimands, and formal disciplinary actions.
- Supports and monitors communication with operators via two-way radio system, trouble shoot and problem solve any issues that arise to efficiently cover and maintain all fixed route and demand response service.

- Maintain essential reports, vehicle condition report, fuel & mileage log, key log, lost and found inventory log and vehicle preventative maintenance log.
- May serve as Transit Operator in cases of emergency or in cases of unforeseen staffing shortages during regular work hours and after work hours.
- Coordinates and schedules appointments with Maintenance Department transit buses for routine preventative maintenance and mechanical failures to ensure adequate transit buses are available to cover all assignments.
- Maintains maintenance files for all vehicles to include work orders, preventative maintenance, warranty expiration and repairs and recalls.
- Maintains records of Transit Operator training sessions and physicals.
- Assists Transit Manager in reconciling fare revenues collected and daily deposits.
- Maintains, supports, and promotes a safe work environment while complying with all of Rio Metro's safety rules, policies and procedures.

Minimum Qualifications

Education and Experience

Related education and experience may be interchangeable on a year for year basis.

High School Diploma or GED and three (3) years of progressively responsible customer relations, passenger bus transportation work experience (e.g., school bus, fixed route, demand response, paratransit, park-n-ride, charter bus), and including one (1) year in a lead or supervisory capacity.

Additional Requirements

- Must possess and maintain a valid New Mexico Commercial Driver's License (CDL-A, or B) with passenger (P) endorsement and obtain a City Operator Permit from City of Albuquerque within three (3) months of hire date.
- **Must successfully pass a drug and alcohol screening prior to employment and random drug testing after employment.**
- Must obtain DOT medical certificate and keep current.
- Must successfully pass a background check and have a clean driving record (no DUIs or convictions).
- Must complete a CPR/First aid course within six (6) months of hire.
- Positions in this classification are considered safety sensitive under Federal Transit Administration (FTA) drug and alcohol regulations.

Knowledge, Skills, and Abilities

- Demonstrated knowledge of operation principles, methods, safety, system and traffic regulations to implement an efficient, safe and dependable transit operation.

- Self-motivated, manages multiple deadlines and priorities using effective time management skills
- Established supervisory experience and able to work both collaboratively and independently while managing team with minimal supervision
- Exhibit high level of skill in communication, both written and verbal
- Demonstrated customer service and customer service management skills.
- Proficient in use of Microsoft 365 Office computer programs.
- Ability to plan, assign, direct, coordinate and review the work of others.
- Establish and sustain effective professional working relationships with associates and clients and vendors.
- Produce required reports relative to transit operations.
- Exercise effective attention to detail & time management.
- Ability to analyze problems and propose creative, compliant solutions.
- Ability to analyze problems and propose creative, compliant solutions.

Physical Demands/Work Environment

- Work is performed both in an office setting and in the field monitoring service operations.
- Able to sit for extended periods of time.
- Frequent manual dexterity for computer use and document handling.
- Occasional standing, walking, bending, and reaching in an office environment.
- Irregular work hours and evening and weekend (including Sunday) work may be required.
- Frequent exposure to inclement weather, noise, fumes, gases or other health hazards.
- Must be able to meet deadlines with severe time constraints.
- In the event that employee drives a bus, employee must be able to:
 - Push, pull, and lift up to 35 pounds.
 - Push and pull wheelchair up to 275 pounds.
 - Bend with both knees and back, squat and/or kneel when securing a wheelchair.
- Adequate visual and auditory acuity (corrected or uncorrected) to perform duties.
- Occasional local or regional travel required for meetings, training, or representation.

ADA/EEO Compliance

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ACKNOWLEDGEMENT

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I have read and understand the above job description. I verify that I meet the requirements and can perform the duties and responsibilities in this job description.

Employee Name

Date

Employee Signature

(Do you want to keep this?)

History:				
Dev.	12/2013	HR Dev: _____	DEPT Rev: _____	HR Appr: _____
Rev		Revision Review: _____	HR Dev: _____	DEPT Rev: _____
				HR Appr: _____



Rio Metro Regional Transit District Classification Description

Classification Title: Transit Operator
Department: Transit

FLSA Status: Nonexempt

Reports to:

Transit Supervisor I and II

Grade:

Date: 5/2025

GENERAL DESCRIPTION

Operates public transit buses under close supervision, collecting fares, transporting passengers, and conducting safety inspections. Ensures courteous, safe, and timely service while adhering to all relevant state and federal transportation laws.

ESSENTIAL FUNCTIONS

The following list of essential functions represents the tasks performed within this classification. The omission of a specific function does not prevent management from assigning related duties if they are logically associated with the position.

- Operates assigned routes in accordance with system timetables, manifests and/or Dispatch instructions.
- Fuels and cleans bus daily to ensure it is ready for service.
- Provides schedule, route information to passengers seeking assistance.
- Operates wheelchair lift and assists passengers with disabilities in boarding, riding, and alighting in a safe manner which may include pushing a wheelchair up and down the lift/ramp.
- Secures wheelchairs of passengers with disabilities and clearly communicates the action being taken.
- Receives and transmits two-way radio messages involving accidents, passenger incidents, emergencies, criminal activities, or other authorized Rio Metro business in compliance with FCC Regulations.
- In emergency situations, contacts Dispatch for medical/police assistance and may be required to evacuate the bus.
- Reports hazardous or dangerous conditions along bus route and at passenger loading zones, including such hazards as unusual traffic, road conditions, obstructions, construction and potential criminal activity.
- Maintains, supports, and promotes a safe work environment while complying with all of Rio Metro's safety policies and procedures.
- Performs a complete pre-trip inspection of bus, safety checks equipment, and informs management when maintenance repairs need to be made.
- Write reports and complete forms.

Minimum Qualifications

Education and Experience

- High School Diploma or GED and six (6) months of public contact or customer relations experience.

Additional Requirements

- Must possess and maintain a valid New Mexico Commercial Driver's License (CDL-A, or B) with passenger (P) endorsement.
- Must successfully pass a background check and have a clean driving record (no DUIs, accidents, WEI convictions and no moving violations).
- Must complete a Rio Metro sponsored CPR/First Aid course within six (6) months of hire.
- Must be 21 years of age.
- Must have satisfactory attendance and work performance records as verified by reference check prior to offer of employment.
- **Must successfully pass a drug and alcohol screening prior to employment and random drug testing after employment**
- Must obtain DOT medical certificate and keep current.
- Positions in this classification are considered safety sensitive under Federal Transit Administration (FTA) drug and alcohol regulations.

Knowledge, Skills, and Abilities

- Demonstrated knowledge of operation principles, methods, safety, system and traffic regulations to implement an efficient, safe and dependable transit operation.
- Handles money for fares accurately.
- Manages time efficiently
- Exhibit high level of skill in communication, both written and verbal, and able to understand and follow detailed oral and written instructions
- Experience in and utilizes customer service skills.
- Exercise effective attention to detail & time management.
- Maintain positive, proactive and professional conduct and communication with co-workers, passengers and the public
- Able to operate Rio Metro vehicles and equipment safely and efficiently
- Work independently in a structured environment; exercising sound judgment in stressful situations;
- Read, interpret, follow and apply Rio Metro policies and procedures

- Able to read a map
- Read, write, speak and understand English.

Physical Demands/Work Environment

- Work is performed both inside and outside a bus.
- Able to sit for extended periods of time.
- Irregular work hours and evening and weekend (including Sunday) work may be required.
- Frequent exposure to inclement weather, noise, fumes, gases or other health hazards.
- Must be able to push, pull, and lift up to 35 pounds; push and pull wheelchair up to 275 pounds; and bend with both knees and back, squat and/or kneel when securing a wheelchair and conducting a pre-trip of your vehicle which may include looking under seats and under the vehicle as well as looking and checking fluid levels under the hood.
- Adequate visual and auditory acuity (corrected or uncorrected) to perform duties.

ADA/EEO Compliance

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I have read and understand the above job description. I verify that I meet the requirements and can perform the duties and responsibilities in this job description.

Employee Name

Date

Employee Signature

History:					
Dev.	12/2013	HR Dev: _____	DEPT Rev: _____	HR Appr: _____	
Rev		Revision Review:	HR Dev: _____	DEPT Rev: _____	HR Appr: _____



Rio Metro Regional Transit District Classification Description

Classification Title: Transit Dispatcher
Department: Transit
Reports to: Transit Supervisor I and II Grade:
Date: 5/2025

FLSA Status: Nonexempt

GENERAL DESCRIPTION

Perform radio and computer-based dispatching for Rio Metro bus and demand response services, manage trip reservations, and gather necessary data to optimize scheduling, minimize service disruptions, and ensure safe, efficient, and on-time operations.

ESSENTIAL FUNCTIONS

The following list of essential functions represents the tasks performed within this classification. The omission of a specific function does not prevent management from assigning related duties if they are logically associated with the position.

- Provides radio dispatching and communication in accordance with FCC regulations.
- Manages radio transmissions and relays information accurately and efficiently.
- In emergency situations contacts and coordinates with the appropriate agency (police/fire/ambulance) and directs Transit Operators during these emergency situations.
- Provides system information via telephone or TTY for current, new and potential passengers on accessing the transportation service and using it effectively.
- Enter and complete data entry of passenger file information for specific trip requests into scheduling software and negotiates requested trip times when necessary.
- Maintains accurate up to date passenger records in scheduling database, making all necessary changes in status, passenger contact information, passenger type, mobility device traveled with or other important field entries.
- Enters daily operator vehicle schedules into scheduling software and makes adjustments to schedule based upon customer calls.
- Provide feedback to passengers in the way of follow-up calls as a course of duty or required by schedule changes.
- Maintains all essential reports, logs for radio communication and bus information including, daily report of operations, daily dispatch log and key log.
- Adherence to all federal, state and local laws, rules and procedures; and to all Rio Metro operating policies and procedures.
- Advises Transit Operators instruction due to special re-routing due to train delays, road closures caused by weather, street construction, traffic accidents, etc.

- May serve as Transit Operator in cases of emergency or in cases of unforeseen staffing shortages.
- May be required to assist the Transit Operations Supervisor with preparation of daily work assignments for operators.
- Maintains, supports, and promotes a safe work environment while complying with all of Rio Metro's safety rules, policies and procedures.
- Maintains confidentiality of sensitive material and information.

Minimum Qualifications

Education and Experience

High School Diploma or GED and one (1) year experience in dispatching or two-way radio communications; or an equivalent combination of education and experience. One (1) year experience with route scheduling software; working knowledge of Electronic routing software preferred.

Additional Requirements

- Must complete a Rio Metro sponsored CPR/First Aid course within six (6) months of hire.
- Possess and must maintain a valid New Mexico Class D Driver's license.
- A valid New Mexico Commercial Driver's License (CDL-A, B or C) with passenger (P) endorsement is preferred.
- Successfully pass a complete background check and have a clean driving record (no DUIs, accidents, WEI convictions and no moving violations).
- Demonstrate satisfactory attendance and work performance verified by reference check prior to hiring. .
- Must be able to work various hours and work locations as needed.
- **Must successfully pass a drug and alcohol screening prior to employment and random drug testing after employment.**
- Must obtain DOT medical certificate and keep current.
- Positions in this classification are considered safety sensitive under Federal Transit Administration (FTA) drug and alcohol regulations.

Knowledge, Skills, and Abilities

- Demonstrated knowledge of city streets and bus routes.
- Working knowledge of operation principles and methods.
- Must adhere to all safety, system and traffic regulations to implement an efficient, safe and dependable transit operation.
- Skilled in operation of a two-way radio system and computer-based dispatch software.
- Able to make informed decisions.

- Skilled in written and verbal effective communication methods.
- Display and exercise strong customer service skills.
- Able to multi-task and work in a fast-paced environment.
- Proficient in use of Microsoft 365 Office computer programs.
- Directs and coordinates changes to service throughout the day.
- Determines minor vehicle maintenance problems in collaboration with Transit Operators.
- Works in a professional and courteous manner with employees, other departments and the general public.
- Produce required reports relative to transit operations.

Non Physical Demands

Frequently requires time pressures, frequent change of tasks, irregular schedule/overtime, performing multiple tasks simultaneously, working closely with others as part of a team, routine or exacting work, and noisy/distracting environment.

Physical Demands/Work Environment

- Work is performed both in an office setting and in the field monitoring service operations.
- Able to sit for extended periods of time.
- Frequent manual dexterity for computer use and document handling.
- Occasional standing, walking, bending, and reaching in an office environment.
- Irregular work hours and evening and weekend (including Sunday) work may be required.
- Frequent exposure to inclement weather, noise, fumes, gases or other health hazards.
- Must be able to meet deadlines with severe time constraints.
- In the event that employee drives a bus, employee must be able to:
 - Push, pull, and lift up to 35 pounds.
 - Push and pull wheelchair up to 275 pounds.
 - Bend with both knees and back, squat and/or kneel when securing a wheelchair.
- Conduct a pre-trip of your vehicle which may include looking under seats and under the vehicle as well as looking and checking fluid levels under the hood.
 -
- Adequate visual and auditory acuity (corrected or uncorrected) to perform duties.

ADA/EO Compliance

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Rio Metro Regional Transit District Classification Description

Classification Title: Clerk / Transit Operator (Back-up)

FLSA

Status: Nonexempt

Department: Transit

Reports To: Transit

Supervisor I and II

Grade: C-9

Date: 5/2025

GENERAL DESCRIPTION

Works under close supervision to compile data and maintain accurate office records, reports, and files, exercising attention to detail and use some independent judgment. Operates public transit buses under close supervision, transporting passengers, and conducting safety inspections. Ensures courteous, safe, and timely service while adhering to all relevant state and federal transportation laws.

ESSENTIAL FUNCTIONS

The following list of essential functions represents the tasks performed within this classification. The omission of a specific function does not prevent management from assigning related duties if they are logically associated with the position.

- Answers phone, takes messages and refers calls to appropriate personnel.
- Greets individuals and direct them to the appropriate personnel or office.
-
- Provides schedule, route and to passengers seeking assistance.
- Composes and type routine correspondence, forms and documents and proofreads documents and forms.
- Compiles, sorts, arranges and files a wide variety of material in alphabetical, numerical, or chronological sequence;
- Photocopies/scans documents and assembles material in proper order;
- Ensures that correspondence, and record files are current;
- Conducts research, searching for requested information, and relays it to appropriate individual.
- Enters data and information into specific files or forms from recorded material
- Completes hand written pages or figures contained in printed file.
- Applies Rio Metro policy and procedures to verify accuracy and completeness of information reported on forms such as operator logs, and ridership reports and inventories, etc.

- Maintains records of inventory status of all supplies and informs the Transit Manager before office supplies become insufficient.
- Receives, sorts and distributes incoming and outgoing mail.
- Makes simple arithmetical computations.
- Makes courier runs to designated areas as assigned.
- Maintains, supports, and promotes a safe work environment while complying with all of Rio Metro's safety rules, policies and procedures.
- Operates assigned routes in accordance with system timetables, manifests and/or Dispatch instructions.
- Performs a complete pre-trip inspection of bus, safety checks equipment, and informs management when maintenance repairs need to be made.
- Provides schedule, route and fare information to passengers seeking assistance
- Operates wheelchair lift and assists passengers with disabilities in boarding, riding, and alighting in a safe manner which may include pushing a wheelchair up and down the lift/ramp.
- Secures wheelchairs of passengers with disabilities and clearly communicates the action being taken.
- Receives and transmits two-way radio messages involving accidents, passenger incidents, emergencies, criminal activities, or other authorized Rio Metro business in compliance with FCC Regulations.
- In emergency situations, contacts Dispatch for medical/police assistance and may be required to evacuate the bus.
- Reports hazardous or dangerous conditions along bus route and at passenger loading zones, including such hazards as unusual traffic, road conditions, obstructions, construction and potential criminal activity.

Minimum Qualifications

Education and Experience

Related education and experience may be interchangeable on a year for year basis.

- High School Diploma or GED and three (3) years of general office experience. Must have demonstrated typing skills of 40 wpm.

Additional Requirements

- Must be able to obtain and maintain a valid New Mexico Commercial Driver's License (CDL-A, or B) with passenger (P) endorsement.
- Have good driving record (no DUIs, accidents, WE1 convictions and no moving violations).

- Must have satisfactory attendance and work performance records as verified by reference check prior to offer of employment.
- Must successfully pass a drug and alcohol screening prior to employment and random drug testing after employment
- Must obtain DOT medical certificate and keep current.
- Positions in this classification are considered safety sensitive under Federal Transit Administration (FTA) drug and alcohol regulations.

Knowledge, Skills, and Abilities

- Demonstrate knowledge of Microsoft Office and other office equipment including copiers, and printers
- Familiar with office environment policies and procedures;
- Prior experience in filing and data input systems;
- Communicate courteously and effectively with other employees and the public, utilizing effective communication and language skills
- Demonstrated use of correct spelling; punctuation and grammar; basic math; reading and writing comprehension
- Reads, interprets and applies policies and procedures
- Proficient in record keeping.
- Displays high level of attention to detail
- Maintains a positive and proactive and professional demeanor with co-workers and customers.
- Able to decipher sloppy handwriting or faded text;
- Performs a wide variety of clerical tasks quickly and accurately;
- Extracts information from files;
- Read and understand transit schedules;
- Is trained to operate Rio Metro vehicles and equipment safely and efficiently;
- Works independently in a structured environment;
- Understands and follows detailed oral and written instructions;.
- Able to operate Rio Metro vehicles and equipment safely and efficiently
- Able to read a map

- Maintains confidentiality of sensitive material and information.

Physical Demands/Work Environment

- Work is performed primarily in an office setting
- Manual and finger dexterity required.
- May be subject to exposure to VDT's, to inclement weather, noise, fumes, gases, odors or other health hazards.
- Irregular work hours and evening and weekend (including Sunday) work may be required.
- Must be able to meet deadlines with severe time constraints.
- Employee must be able to push, pull, and lift up to 35 pounds and bend with both knees and back, squat and /or kneel.
- Work is performed both inside and outside a bus.
- Able to sit for extended periods of time.
- Irregular work hours and evening and weekend (including Sunday) work may be required.
- Frequent exposure to inclement weather, noise, fumes, gases or other health hazards.
- Must be able to push, pull, and lift up to 35 pounds; push and pull wheelchair up to 275 pounds; and bend with both knees and back, squat and/or kneel when securing a wheelchair.
- Adequate visual and auditory acuity (corrected or uncorrected) to perform duties.

ADA/EEO Compliance

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I have read and understand the above job description. I verify that I meet the requirements and can perform the duties and responsibilities in this job description.

Employee Name

Date

Employee Signature

History:

Dev. 12/2013 HR Dev: _____ DEPT Rev: _____ HR Appr: _____

Rev Revision Review: HR Dev: _____ DEPT Rev: _____ HR Appr: __



Rio Metro Regional Transit District Classification Description

Classification Title: Transit Service Worker
Department: Transit
Grade:

FLSA Status: Nonexempt
Report to: Transit Management
Date: 5/2025 Draft

GENERAL DESCRIPTION

Perform routine vehicle servicing, cleaning, and minor maintenance to support mechanics. Maintain and clean the work areas, transport vehicles to vendors for repair quotes, or to dealership visits for warranty repairs, along with other related tasks as assigned.

ESSENTIAL FUNCTIONS

The following list of essential functions represents the tasks performed within this classification. The omission of a specific function does not prevent management from assigning related duties if they are logically associated with the position.

- Service, clean and perform minor maintenance, repairs and adjustments on a variety of gasoline motor vehicles and buses and alternative-fueled motor vehicles.
- Operate a variety of motor vehicles and buses.
- Transport motor vehicles and buses to and from any location within assigned department operations.
- Operate a variety of motor vehicles and buses; transport motor vehicles and buses to and from the maintenance facility, dealerships and vendors for preventative maintenance and repairs.
- Wash exterior of buses with high pressure wand or drive buses through automated bus wash.
- Inspect buses for damage and defects; move buses into maintenance bays or parking areas as required.
- Inspect buses to ensure that all required safety equipment are in each bus i.e. fire extinguisher, triangles, first aid kit, etc.
- Check and adjust vehicle fluid levels to ensure proper operating levels of coolant, oil, and transmission fluid.
- May serve as Transit Operator in cases of emergency or in cases of unforeseen staffing shortages.
- If validating fare boxes are installed on buses, would need to probe fare boxes and vault money.

- Maintains, supports and promotes a safe work environment while complying with all of Rio Metro's safety rules, policies and procedures.
- Perform related duties and responsibilities as required.

Minimum Qualifications

Education and Experience

- High School Diploma or GED, plus one year of mechanical experience.

Additional Requirements

- Must be 21 years of age.
- Must possess a valid driver's license (Class D) for the past three continuous years.
- Must have a good driving record (no DUIs, accidents, WEI convictions and no moving violations).
- Must be able to obtain a valid New Mexico Commercial Driver's License (CDL-A or B) with passenger (P) endorsement within six weeks from date of hire.
- Must be able to maintain CDL once obtained.
- Must successfully complete Maintenance Training.
- Must complete a Rio Metro sponsored CPR/First Aid course within six (6) months of hire.
- Must have satisfactory attendance and work performance records as verified by reference check prior to offer of employment.
- **Must successfully pass a drug and alcohol screening prior to employment and random drug testing after employment.**
- Must obtain DOT medical certificate and keep current.
- Positions in this classification are considered safety sensitive under Federal Transit Administration (FTA) drug and alcohol regulations.

Knowledge, Skills, and Abilities

- Demonstrated working knowledge of basic operational characteristics of automotive and heavy equipment including:
 - Basic automotive troubleshooting principles,
 - Basic theory of operation of automatic and manual transmission,
 - General automotive maintenance
 - Handling and/or avoiding occupational hazards
- Maintaining standard safety practices.
- Exhibits skill in servicing, cleaning and performing minor maintenance on Rio Metro motor vehicles and buses,
 - Performing minor adjustments on gasoline engines
 - Perform lubrication and other routine servicing of automotive and heavy equipment

- o Demonstrate a high level of attention to detail
- Maintain a positive and proactive and professional demeanor with co-workers.
- Able to operate Rio Metro vehicles and equipment safely and efficiently.
- Work independently in the absence of supervision to:
 - o Inspect vehicles for damages and defects
 - o Understand and follow detailed oral and written instructions
- Read, interpret and apply policies and procedures.
- Communicate courteously, professionally and effectively with other employees, clients and vendors.
- Demonstrate effective reading, writing, speaking and reading comprehension skills.

Physical Demands/Work Environment

- Work is performed both inside and outside a bus.
- Irregular work hours and evening and weekend (including Sunday) work may be required.
- Frequent exposure to inclement weather, noise, dust, smoke, fumes, gases, cleaning chemicals or other health hazards.
- Must be able to maintain physical condition necessary for light to heavy lifting and carrying; bending, stooping, kneeling, crawling.
- Standing for prolonged periods.
- Operating motorized vehicles and buses.
- Adequate visual and auditory acuity (corrected or uncorrected) to perform duties.

ADA/EEO Compliance

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I have read and understand the above job description. I verify that I meet the requirements and can perform the duties and responsibilities in this job description.

Employee Name

Date

Employee Signature

Do you want to keep this?

History:				
Dev.	8/2016	HR Dev: _____	DEPT Rev: _____	HR Appr: _____
Rev		Revision Review: _____	HR Dev: _____	DEPT Rev: _____
				HR Appr: _____



RIO METRO
REGIONAL TRANSIT DISTRICT

Driver Manual

Revised October 2018

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Rio Metro Regional Transit District Driver Manual

Appendix to New Mexico Transit Driver Operational Handbook

Please Note: *It is important that every Driver and staff member of the transportation team be fully familiar with the contents of this manual. This appendix shall be used in conjunction with the NMDOT Driver's Handbook.*

General Procedures

Driver Responsibilities

Drivers are responsible for meeting and greeting passengers, providing appropriate assistance with boarding, riding and disembarking the vehicle, and safely operating vehicles in a variety of environmental, traffic, and traffic-related conditions.

Specific Driver duties include:

- Safely operating a passenger vehicle in revenue service in accordance with all vehicle operating requirements and federal, state, and local laws.
- Reducing speeds when operating in inclement weather.
- Observing the "4 second rule" for following distance when operating the bus.
- Meeting and greeting passengers in a professional and courteous manner.
- Providing appropriate assistance with boarding, riding, and disembarking the vehicle. This includes pushing and securing of wheelchairs, assisting elderly and disabled passengers with climbing the steps into the vehicle and/or with the use of the lift, and assisting passengers with the use of seatbelts.
- Communicating with the Dispatcher via a two-way radio system or Tablet in accordance with established radio and Tablet procedures when safe to do so.
- Conducting proper pre-trip and post-trip inspections of the vehicle, documenting any defects, and reporting these defects to the Dispatcher immediately.
- Collecting and turning in fares, (cash, personal checks, etc.) collected from passengers in accordance with Rio Metro Transit's Fare Revenue Procedures.
- Enforcing and following Rio Metro's policies and procedures.
- Reporting any bus damage verbally to Dispatch at the time of occurrence, and noting the damage on the pre/post trip inspection form.
- Completing and submitting the necessary reports in case of an accident, or passenger incident/ injury.
- Maintaining a clean bus inside and out.
- Inspecting bus for suspicious packages during pre- and post-trip inspections, and throughout the work day.
- Possessing the ability to sit for extended periods, and to operate the vehicle using arms and legs. Drivers must have sufficient mobility to turn their heads right and left in order to see traffic, observe passengers by use of mirrors, etc.
- Using Personal Protective Equipment when dealing with bodily fluid spills.
- Wearing an OSHA approved reflective Rio Metro safety vest must be worn at all times when walking in the division yards and when the situation dictates. The safety vest must not be worn when operating the bus in revenue service.
- Performing related duties as required.

Rio Metro Transit Issued Property

Every Driver is responsible for the reasonable care of his/her assigned equipment. Loss, damage, or unusual wear of the equipment may be considered evidence that adequate care has not been exercised. RMRTD retains the right to recover all or part of the cost of replacing such loss or damage from the Driver.

Personal Telephones

All Drivers are required to have a working telephone with a current phone number on file with the Transit Office. When scheduled for duty, Drivers should make sure they are available to speak to their Supervisor and/or Dispatch if they need to talk to you. The Driver must ensure that the Division Manager is informed in writing of any changes in telephone number immediately.

Laws and Regulations

The operation of Rio Metro vehicles is subject to Title 49 of the Code of Federal Regulations (CFR). Drivers are required to comply with all such applicable laws and regulations as listed below. ***Citations and fines imposed as a result of violation are the responsibility of the Driver.***

- Drivers must obey all traffic laws.
- Drivers must stop and open the passenger door to assist in observation at all railroad crossings, with the exception of those railroad crossings which are marked exempt.
- Right turns on red lights are allowed only after coming to a complete stop and ensuring it is safe to proceed.
- Any traffic violations, whether received at work or in a personal vehicle, are to be reported to the Transit Manager/Supervisor immediately.

Cooperation with Law Enforcement & Fire Department Agencies

Drivers must comply with the directions of Law Enforcement and Fire Department Officers. If doing so creates a dangerous situation, requires a departure from established Rio Metro procedure, Dispatch must be contacted and report to the Transit Manager/Supervisor must be submitted at the end of the shift.

License (CDL) and Medical Card

To operate an RMRTD vehicles, Drivers are required to have an up to date (valid):

- NM Commercial Driver's License with Passenger Endorsement
- Medical Certification card

Drivers must have the above documents in their possession while on duty.

Random credential checks will be conducted by Management to ensure that Drivers have these documents in their possession while on duty.

Loss, expiration, or revocation of any of these items must be reported to the Transit Manager/Supervisor immediately.

Drug Testing

Drug testing will be done in accordance with Federal Transit Administration and Department of Transportation, and RMRTD Drug and Alcohol Policy guidelines for accident, reasonable suspicion, and random testing. Guidance on test specifics can be found in 49 CFR Part 40.

Reporting Sick

MRCOG Personnel Policies and Procedures requires employees in safety sensitive positions to notify their Supervisor by telephone at a minimum 4 hours before the start of their shift to ensure coverage for unscheduled sick leave, even if it requires calling the Transit Manager/Supervisor at home/after hours.

Employee Injured On Duty

Drivers must report any personal injury suffered on duty to authorized Rio Metro Supervisory/Management personnel as soon as possible, whether or not medical attention is required.

Safety

Safety is the highest priority. Drivers must never sacrifice safety for schedule or customer convenience. Drivers must operate “under control” at all times and remain alert to ensure their personal safety and the safety of others while on Rio Metro property.

Electronic Devices

Drivers are prohibited from using personal electronic devices while driving any RMRTD vehicle. For the purpose of this procedure, electronic devices include but are not limited to cell phones, hand-held devices (PDAs, I-Pads, MP3 Players, I-Pods, personal audio/video players and games), “Bluetooth” hands-free communication devices, earphones, headsets and other similar items.

Drivers should make use of cell phones only for emergencies or during lunch periods and only when the bus is stopped, parked and the ignition off. Texting is prohibited by federal law while operating a bus.

Family emergencies may be immediately relayed to the Driver via two-way radio. Drivers should have their family member call Dispatch and inform them that an emergency exists and Dispatch will notify the Driver at once so that they may call home. Drivers will operate their two-way radio or Tablet only when safe to do so. Any Driver in violation of the Electronic Device policy will be subject to disciplinary action, up to and including termination. Drivers are responsible for any citations or fines levied by Law Enforcement for inappropriate cell phone usage.

Driver’s Procedures

Reporting for Duty (Scheduled Work Time)

When reporting for duty Drivers must be in regulation uniform, have all required equipment, have a valid Commercial Driver’s License, current Medical Certificate in their possession and be fully prepared to begin work at their scheduled start times.

Inclement Weather

All Drivers and Dispatch will report to work on days of inclement weather, unless otherwise notified. Inclement driving techniques may be referenced in the New Mexico Transit Driver Operational Handbook. If conditions warrant, the Transit Manager/Supervisor may contact Drivers at home via telephone prior to the start of the shift to discuss a delayed start time or cancellation of service. Should weather conditions deteriorate during operating hours, adjustments may be made to the schedule in an attempt to get passengers home before roads become too dangerous for travel. If Drivers find themselves unable to return to base with passengers they should call Dispatch for instructions. If unable to reach Dispatch and if unable to return to base, a Driver should go to a local community center or follow instructions from Law enforcement or emergency announcements on 770am radio to find shelter for themselves and their passengers. Weather and road conditions are broadcast on 770am and Drivers should tune in for the latest information.

Timesheets

Drivers must clock in and out in the Kronos timekeeping system each day. Drivers will receive direct deposit payment (into the bank of their choice) every other Friday. Drivers who complete their assigned rides before the end of their shift will need to remain on-site until the scheduled time that their shift ends, or they are dismissed by the Supervisor. Drivers leaving before this time need to notify the Supervisor; this must be accounted for as either vacation or sick leave in the Kronos timekeeping system. Drivers also must submit their time off request in the Kronos timekeeping system.

Courtesy towards Co-Workers

A Driver for the RMRTD is a member of a team and as such, should be considerate and supportive of his/her fellow Drivers and Dispatchers. Respect, cooperation, and collaboration should be practiced and encouraged at all times.

Authorized Drivers

Unless authorized by the RMRTD Supervisor, a Driver must not permit any other person to operate their assigned equipment at any time.

Seatbelt Requirements

The use of seatbelts and shoulder belts (if equipped) is required when operating any RMRTD vehicle or when riding as a passenger in any vehicle. This policy applies to all employees.

Assisting Other Drivers

A Driver, seeing another bus stopped under what appears to be unusual circumstances, will stop and alert Dispatch and/or the Supervisor immediately. If dictated, the Driver will remain to aid the other Driver.

On-Time Performance

Drivers must manage their routes so as to allow arrival at scheduled time points/pick up locations safely and on schedule.

- **Fixed route** - Drivers will leave the terminal on time as per the schedule. If the Driver leaves earlier than scheduled, they must notify Dispatch. Driver schedules are set up so that Drivers are able to pick up each ride at scheduled times. If the Driver is running early or running late, they must notify Dispatch.
- **Demand response** - Driver schedules are set up in a way that Drivers should be able to pick up each ride at scheduled times. If you are running late contact Dispatch. It is always better to be early than late picking up a passenger. Service is our business; let's do our best to be on time.

Leaving Vehicles Unattended

Fixed Route Drivers will refrain from leaving their assigned vehicle unattended. If a Driver needs to leave their van/bus it must be empty (no passengers on board), secured (placed in park, brakes set, doors closed, keys in Driver's possession), and any passengers waiting to board shall be informed politely that the Driver will return shortly.

Demand Response Drivers may at times have to leave the bus to assist passengers to or from the door of their home or business in the loading or unloading process. The bus should be left unattended for the least amount of time possible during the loading/unloading process.

Stand-By

When a Driver has several cancellations or no rides scheduled for a period of time, he/she may "stand-by" either at the Transportation Center or near their next scheduled pick-up. Drivers may not "stand-by" at home or any other location unless approved by the Transit Manager/Supervisor.

Lost Articles

Drivers are required to periodically inspect their vehicles for articles lost by the traveling public. Any lost articles found on any Rio Metro vehicle or on Rio Metro property should be turned into Dispatch at the completion of an assignment.

- Turn in found article(s) along with a completed "Lost Article" tag. If found by a customer, attempt to obtain the customer's name, (include it on the Lost Article tag)
- Do not attempt to contact the owner to return a lost article
- Important articles (medication, legal documents, keys, wallet, purse, etc.) should be reported to Dispatch as soon as they are found

Accident/Incident Reporting

Any time a Driver is involved in a traffic accident, he/she must notify Dispatch immediately and report their location. Let Dispatch know if there are any injuries or damage. **DO NOT MOVE THE BUS.**

Stay with the bus or within visual sight if safety requires that it be abandoned. Make sure that all passengers are in a safe place. If anyone is injured, do not move them from the bus unless the bus is unsafe. Do not move the bus unless directed to do so by a law enforcement officer or the Transit Manager/Supervisor. Drivers should not make any statements regarding the accident except to give a Police report.

Accident Report: An accident report must be completed whenever Drivers:

- Collide or make contact with a fixed object.
- Make contact with another vehicle (even if there is no apparent damage).
- Discover any damage (scratches, dents, breakage, graffiti, etc.) during pre/post-trip inspections.

Incident Report: An incident report must be completed whenever:

- A passenger has an injury on the van/bus.
- A passenger falls on the van/bus and does not appear to be injured or states that they are not injured.
- A passenger is ejected off of the van/bus for any reason.
- Law enforcement or other emergency assistance is required.
- Drivers are involved in an altercation with a passenger.
- Anything out of the ordinary occurs on the van/bus, such as an altercation between two passengers or a fire on your bus.

Completing and submitting Accident/Incident reports and reporting accidents, incidents and injuries are essential to RMRTD from a liability standpoint, as well as to protect passengers, the public, and status as an RMRTD employee. New bus damage, no matter how minor, must be reported to Dispatch immediately, and noted on the pre/post trip inspection form. Failure to report damage will result in disciplinary action up to and including termination.

Drivers involved in accidents, or Drivers that incur damages to their bus may be required to attend a Safety Council meeting at RMRTD to discuss the event. Depending on the circumstances involving the accident or damage, Drivers may be subject to disciplinary action up to and including termination. If the Safety Council or Transit Manager/Supervisor believes that additional driver training is needed following an accident, incident, or customer complaint, such training shall be conducted and documented as deemed necessary. Any unreported accidents will result in immediate disciplinary action up to and including termination of employment.

Backing Accidents

Backing accidents are the number one type of accident in commercial vehicles. Visibility when backing is limited, making it very easy to have a backing accident. Backing accidents are expensive, resulting in costly repairs to the bus and employees losing their jobs.

There are 3 parts to preventing backing accidents:

- Pick-ups and drop offs should not require backing. Locations we serve every day should not require a Driver to back up.
- New locations that require backing should be reported to management so they can be reviewed. If backing is required, a determination will be made as to whether or not the location will be served.
- When a Driver finds themselves in a position where they must back the bus the Driver must get out of the bus and do a 360 degree walk around and use their back up camera and mirrors to back the bus. Use a guide if available.

The best way to avoid a backing accident is to never back up; however if a Driver finds themselves in a situation that they need to back up the Driver should:

- Look for options to avoid backing, such as going around the block, looking for a pull through situation, or using curbside parking.
- Back the bus slowly.
- Never back up into traffic unless assisted by a reliable guide (another Driver, Supervisor or Law Enforcement Officer).
- If a reliable guide is not available or if being directed by emergency personnel the Driver is required to do the following:
 1. Notify Dispatch
 2. Try to never back into private property
 3. Get out of the bus and walk around the entire bus to make sure the bus is clear and remains clear until the backing movement is completed.
 4. Check for low hanging tree branches, electric wires, poles, signs, or other obstacles overhead.
 5. If the bus is equipped with a backup camera, utilize the backup camera and observe both outside mirrors when backing.
 6. Activate hazard lights.
 7. If the bus is not equipped with a backup alarm sound the horn intermittently when backing.
 8. Keep your foot poised over the brake when possible.
 9. Whenever possible, back and turn towards the Driver's side. This allows for Drivers to watch the rear of the vehicle with the clearest view possible.
 10. During the entire backing maneuver continuously scan your mirrors for clearance and possible obstructions around your vehicle.

Unreported Accidents

Unreported accidents/incidents will result in immediate disciplinary action up to and including termination of employment.

Vehicle Operations

Pre-Trip Inspection

Drivers must perform a daily pre-trip inspection before going into revenue service. Use the pre-trip inspection form and inform Dispatch if there are any mechanical issues that

require attention. Make sure to cycle the wheelchair lift to ensure proper operation. Check the parking lot area for any unusual or suspicious items or packages. Report any items immediately to Dispatch.

Listed below are the items that must be checked before leaving the division yard:

A. Outside the Vehicle

- 1) Check that the bus is level and not sagging or leaning.
- 2) Check that no one is working under or behind the vehicle.
- 3) Check the exterior of the bus for suspicious packages.
- 4) At minimum, once a week, check the oil level, coolant level, washer fluid level, and battery if applicable.

B. Walk Around

- 1) Check turn signals and 4-way flashers.
- 2) Check headlights and marker lights.
- 3) Check brake lights.
- 4) Check tires for inflation, condition, and depth of tread.
- 5) Check for unreported body damage.
- 6) Check lift operation and secure outside doors.

C. Walk Through

- 1) Check that there is a fare box and that it has a vault in it.
- 2) Check the operation of all interior lights.
- 3) Check that there is a charged fire extinguisher and first aid kit.
- 4) Check that front steps have no tripping hazards.
- 5) Check the aisles and area between seats for tripping hazards.
- 6) Check the upholstery for cuts, tears, grease, and general condition.
- 7) Check securement of the grab rails, stanchions, and cleanliness.
- 8) Check that tie downs and straps are on board and clean.
- 9) Check for broken windows and make sure that all are closed.
- 10) Check the operation of the passenger signal system.
- 11) Check the emergency exit windows for securement and decals.

D. Behind the Wheel

- 1) Check that the parking brake is set.
- 2) Check that the transmission selector is in park.
- 3) Start engine and let idle.
- 4) Turn on the 4-way flashers.
- 5) Check the operation of the front door.
- 6) Make sure that all mirrors are adjusted properly.
- 7) Check the fare box light and dump lever for operation.
- 8) Check all gauges and warning lights for oil pressure, fuel, voltmeter, or alternator light.
- 9) Check the operation of all heaters, defrosters and/or air conditioning systems, as weather warrants.
- 10) Check horn, steering wheel play and gear shift play.

- 11) Check windshield wipers and washers.
- 12) Make a few normal stops to check the operation of the braking system before leaving the yard.

Post-Trip Inspection

A post-trip inspection must also be performed at end of each shift. Unreported damage to equipment will be dealt with as an administrative process according to RMRTD policies. Drivers are to report equipment damage to Dispatch or Transit Manager/Supervisor. Unreported damage will be attributed to the most recent Driver, and will result in disciplinary action. Drivers must turn in all manifests, vehicle inspections, and other related paperwork or fare card requests by the end of their shift. Report any safety or maintenance issues to Dispatch immediately. Dispatch will notify you of what to do.

Drivers must report any defect, accident, or incident when bringing the van/bus into the garage and are required to make all entries on the trip sheet(s). Where considerable explanation is required, it is advisable to supplement the sign-off report with a verbal report to your Transit Manager/Supervisor.

- A. Secure van/bus in the garage or division yard
 - 1) Check the interior of your bus for suspicious packages.
 - 2) Check fuel gauge and make sure the van/bus is full and ready for the day.
 - 3) All vehicles, when parked in the garage or division yard must be parked properly in line and emergency brake applied.
 - 4) Before stopping engine, gearshift must in "park" position, emergency brake applied and the idle must be switched to low idle (if applicable).
 - 5) Post-trip inspection will be conducted and end mileage recorded.
 - 6) Turn "off" all auxiliary switches i.e. heaters, 2 way radio, interior lights etc.
 - 7) Turn "off" ignition switch.
 - 8) Check for lost articles.
 - 9) Remove tie downs and shoulder belts tied to floor and put away in designated area.
 - 10) Pick up all litter and other trash.
 - 11) Close all windows and lock all doors.
 - 12) Remove fare revenue in accordance with Rio Metro Fare Revenue Procedures.
 - 13) Notify Dispatch of any mechanical or equipment problems. Any damage not reported will be the responsibility of the last person to drive that bus, and will be considered unreported damage.
 - 14) Check the division yard for any unusual or suspicious items or packages. Report such items immediately.
 - 15) Place keys, trip sheet, reports, etc. in designated area(s).

Vehicle Report and Sign-Off

Drivers must report any defects noted when bringing a vehicle into the yard and are requested to be clear and concise when making entries on the trip sheet. Where considerable explanation is required, it is advisable to supplement the sign-off report with a verbal report to the Transit Manager/Supervisor.

Accessibility Devices Inspection

Drivers shall inspect accessibility devices daily as part of their pre and post trip inspections, and shall report the failure of any accessibility device to Dispatch immediately so that repairs can be effected. Shall the lift or ramp fail on a route where a headway is greater than 30 minutes, Rio Metro will provide alternate service to the passenger within 30 minutes. Lift or ramp failures shall be completed prior to the vehicle returning to service. Should no spare vehicles be available, the vehicle may be used for no more than three (3) days in areas with populations of 50,000 or more, or five (5) days in areas of population of 50,000 or less.

Tampering with Equipment

Drivers must not attempt to obstruct, adjust, alter or tamper with the position or normal operation of any Rio Metro equipment including, but not limited to, lifts/ramps, door mechanisms, radios, alarms or camera systems. The view of the cameras must never be obstructed in any way with any items.

Backing the Bus

Except when necessary in the Division Yard or an off street terminal, Drivers must not back a bus. If it is necessary to back the bus use a reliable guide and adhere to the following procedures:

1. Back the bus slowly.
2. Never back up into traffic unless assisted by a reliable guide (another Driver, Supervisor or Law Enforcement Officer).
3. If a reliable guide is not available or if being directed by emergency personnel the Driver is required to do the following:
 - Notify Dispatch.
 - Try to never back into private property.
 - Get out of the bus and walk around the entire bus to make sure the bus is clear and remains clear until the backing movement is completed.
 - Check for low hanging tree branches, electric wires, poles, signs, or other obstacles overhead.
 - If the bus is equipped with a backup camera, utilize the backup camera and observe both outside mirrors when backing.
 - Activate hazard lights.
 - If the bus is not equipped with a backup alarm sound the horn intermittently when backing.
 - Keep your foot poised over the brake when possible.
 - During the entire backing maneuver continuously scan your mirrors for clearance and possible obstructions around your vehicle.

4. If a Driver goes to an address which requires backing of the bus, the Driver must notify Dispatch and upon return to the Division complete an incident report to include the address in which they had to back and submit it to the Transit Manager for review.
5. If a Driver fails to notify Dispatch that they need to back the bus and then submit an Incident Report to the Transit Manager regarding the backing up of the bus it may result in disciplinary action.
6. Management staff will then go out to assess the address provided by the Driver to determine the safest way to service that address other than backing up and if the address cannot be serviced safely service will not be provided.

Generally, avoid getting into a situation where you have to back up the bus!

Bus Cleanliness

Buses will be regularly maintained inside and out by the Driver operating the bus. Buses may need to be cleaned more often during snowy or rainy weather. Keep interiors clean, windows washed, and the trash can emptied. Wash the exterior as needed. Let Dispatch know if time needs to be scheduled to wash and clean the bus. Please take pride in a clean bus.

Bus Stop Zones

Bus stop zones are located by bus stop signs or at locations shown on the route map. A bus stop zone is approximately 60' in length. Drivers may pick up passengers anywhere in the bus stop zone. It is not necessary to pick up passengers exactly at the bus stop sign. Bus stops may be added, deleted, or moved during the year. The Transit Manager/Supervisor will notify Drivers when there are changes to the bus stops. All Drivers must be aware of bus stop zones even if the sign is missing.

Under normal circumstances, passengers should only be picked up at bus stop zones. However, there are new passengers who may not know the proper location of the nearest bus stop zone. If someone is standing at a location where there is no bus stop zone, pick them up where they are standing and politely inform him/her where the nearest zone is located.

Under normal conditions, passengers should only be discharged at a bus stop zone at a safe location. **NEVER DISCHARGE PASSENGERS INTO A TRAFFIC LANE.**

Passengers who continue to flag down a Driver at places other than designated bus stops should be handled in the following manner.

- Inform them of the proper location of the bus stop.
- Remind them that they will not be picked up the next day unless they are at the proper bus stop.
- Inform the Transit Manager/Supervisor of the problem. Provide the date, time, location and direction of travel.

Every effort will be made to have a Supervisor contact the person to inform them of the proper bus stop location.

Driver's Code of Conduct

General Statement

This section contains the rules governing Driver conduct. All Rio Metro employees are expected to exercise courtesy and treat customers and co-workers with respect and dignity at all times. As employees of a public agency, each of us has the obligation to conduct ourselves in a manner befitting the public's trust. A violation of any part of these rules and/or failure to exercise good judgment may result in disciplinary action appropriate to the nature of the offense.

Conduct While on Duty

RMRTD Drivers will:

- Conduct themselves in a courteous manner at all times.
- Drop off passengers in a safe location and manner.
- Ensure that seatbelts are worn by every bus occupant (including Drivers and passengers) at all times while the bus is in motion.
- Assist passengers as needed to/from their destinations and on/off the bus.
- Not be required to carry groceries or other packages/objects for passengers. (Exceptions may apply for individuals with visual or mobility impairments)
- Allow passengers to board with 5 plastic bags of groceries or 4 paper bags during shopping days.
- Prohibit themselves and passengers from using profane language or behavior.
- Not allow pets, except for service animals.
- Not accept tips or gratuities of any kind.

Alcoholic Beverages

The consumption of alcoholic beverages by Drivers is prohibited while on duty and eight (8) hours prior to reporting for a shift. Federal guidelines for alcohol use are strictly enforced for all members of the transportation team.

Narcotic Drugs/Over-the-Counter Drugs

The consumption/use of narcotic drugs, prescribed narcotic drugs or over-the-counter drugs which may cause drowsiness, euphoria, induce or prevent sleep, or otherwise dull the senses or reduce reaction time are prohibited while on duty and within (8) hours prior to reporting for a shift. Federal guidelines for drug use will be strictly followed.

Possession of Weapons

While on RMRTD property, the possession of any firearm, lockable blade knife, taser, pepper spray, mace or any other device classified as a weapon is prohibited.

Smoking in Vehicles

Smoking is prohibited on/in all RMRTD vehicles, whether in or out of service, moving, or not moving. The smoking prohibition includes E-cigarettes or vapor producing device.

Eating/Drinking in the Bus

Eating and drinking while driving is prohibited and should set a good example for passengers.

Appearance

Reporting for Duty

When reporting for duty, a Driver must appear neat, clean and orderly dressed regulation uniform, since they are the public representatives of RMRTD.

Moustache, Beard or Sideburns

A Driver's moustache, beard and side burns must be kept neatly trimmed and groomed.

Personal Grooming

Any personal grooming trait that could possibly impact safe driving, offend passengers, or jeopardize the comfort and safety of the public is forbidden.

Uniforms

Uniform Specifications

A Driver must report to work in regulation uniform and must be in regulation uniform at all times while on duty. This includes reporting for weekday training. The Driver will be considered on duty from the time he/she reports for sign-on until sign-off at the end of his/her assignment. Failure to report for duty in regulation uniform will be considered not in compliance with this policy and may result in the driver being removed from service. ***A Driver must not wear the uniform at any time or place that may bring discredit to Rio Metro (whether on or off duty).***

A Driver must purchase all uniform items from a RMRTD authorized uniform vendor. All other clothing or items worn are not considered regulation and are not authorized.

Minimum Uniform

The prescribed minimum uniform must be worn when on duty. Wearing partial uniforms will not be permitted. The minimum uniform is: uniform red shirt with RMRTD authorized patch on the right sleeve and uniform black shorts or trousers.

Casual Friday

A Driver may wear an approved vendor Casual Friday polo shirt and uniform shorts or jeans only on Friday. A Casual Friday shirt is a standard style, short-sleeved polo shirt in red, medium blue, light green or white. A Casual Friday shirt must bear a RMRTD authorized patch on the right sleeve.

Shorts (Cargo Shorts)

Uniform shorts may only be worn from Memorial Day until October 31st. Cargo shorts are black, with cargo pockets on center of side seams. When wearing shorts, a Driver must wear socks with shoes or boots and socks are to be worn no higher than mid-calf. If a Driver wears boots with the shorts, the top of the boots must not be more than 1 inch above the ankle. ***The length and fit of the shorts must not be altered in any way, with the exception of the waist. The pockets must not be shortened.***

Driver/Customer Relations

Passenger Relations

It is extremely important that Drivers maintain a good relation with passengers at all times. There are three basic principles of passenger relations:

- Provide reliable and efficient service
- Be courteous, patient, and professional at all times
- Avoid arguments

Drivers are expected to have knowledge of the transit system. It is very important that the Driver answer respectfully, correctly, and courteously on any route or schedule request made by passengers. If a Driver cannot answer a question, the Transit Office will be called for assistance.

Assisting Passengers

If a Driver is unsure whether or not a passenger requires assistance, the safest and least embarrassing way to broach the subject may be to simply ask the passenger “Can I be of assistance?” or “How can I help?”

Fixed Route Stop Announcements

The Americans with Disabilities Act (ADA) of 1990 requires public transit agencies to provide on-board bus stop and bus stop transfer information. Drivers are to use the interior public address (PA) speaker for the below required fixed-route bus stop announcements:

- Stops associated with major intersections
- Stops associated with major destination points
- Stops associated with transfer points to other fixed routes or stops served by more than one route
- Any stop when requested by an individual with a disability
- At sufficient intervals along a route to permit individuals with visual disabilities to be oriented to their location
- At bus stops served by more than one route or transportation provider, Rio Metro Drivers are to use the exterior public address (PA) speaker (if equipped with external speaker) or in a loud clear voice announce the stop name, route number and destination (direction of travel) when the bus stops and the doors open. This announcement will assist those individuals with a visual impairment or other disability already on the bus or waiting at the bus stop to identify the stop and route to ensure proper loading or unloading.

Rio Metro Drivers are responsible for making verbal bus stop announcements, either using the public address (PA) system or by voice should the vehicle not be equipped with such a system or should the system malfunction.

Conversation

Drivers are required to answer questions asked by the public and to be conversant as to changes and schedules relative to the route. No other conversation should be taking place while the Driver is driving. If dialogue between the Driver and a passenger needs to take place while the bus is in motion, it should be kept to a minimum.

Ejection of Passengers

When the conduct of a passenger is dangerous, disruptive or grossly offensive, the Driver shall request the passenger to stop this behavior. If the disruptive behavior occurs at the trip's point of origin the passenger will not be allowed to board the bus. If the disruptive behavior is in transit and the passenger does not abide by the Driver's verbal request to stop the behavior, the passenger will be transported to the trip's point of origin or to the drop-off location, whichever is closer. If the conduct of such passenger requires their removal from the bus, the Driver will contact Dispatch to assess the situation and determine whether law enforcement should be sent to the bus' location. Dispatch will also notify the Transit Manager/Supervisor of the situation.

Seatbelt Requirements

Seatbelts must be worn by ALL passengers (including the Driver) while the bus is in motion. Passengers who refuse to wear their seatbelts will not be permitted to travel on RMRTD equipment. Once the bus is underway, the Driver is not responsible to ensure that seatbelts remain attached. However, if a passenger removes their seatbelt while the bus is underway, they will receive a warning from the Driver. Passengers who continue to remove their seatbelts while the bus is underway will not be permitted to travel on RMRTD equipment.

Eating/Drinking in the Bus

Passengers are not allowed to eat or drink on the bus. No glass containers are allowed on the buses.

Smoking in Vehicles

Smoking is prohibited on/in all RMRTD vehicles, whether in or out of service, moving, or not moving. The smoking prohibition includes E-cigarettes or vapor producing devices.

Possession of Weapons

Persons in possession of any firearm, lockable blade knife, taser, pepper spray, mace or any other device classified as a weapon is prohibited from riding in any RMRTD vehicle.

Explosive and Flammable Materials

Persons having in their possession explosive or highly flammable materials/articles, or substances of an objectionable nature shall not be allowed to ride on the bus. Diplomacy and tact MUST prevail when enforcing this regulation.

Oxygen Bottles

Unless special approval is received from Rio Metro management prior to the passenger's travel date, only one oxygen bottle may be transported per oxygen dependent passenger. The ADA provides that transportation service must be provided

to a rider who needs to bring along an oxygen bottle. For safety reasons, it is the policy of Rio Metro to require the rider to maintain control of the oxygen bottle. If the rider cannot pull an oxygen bottle cart or carry or maintain control of the bottle by themselves, if assistance is needed, it is recommended that the rider bring someone to assist them to perform those functions. When choosing to ride public transportation, it is the responsibility of the rider to select an oxygen bottle size they can manage. If a wheelchair has an oxygen bottle securement attachment, it must be used to prevent the oxygen bottle from becoming a projectile in an accident. Oxygen bottles must be secured so they do not move during transport. Rio Metro does not transport any medical apparatuses including gurneys.

Reasonable Modification/Accommodation

It is Rio Metro Regional Transit District's (Rio Metro) policy to make reasonable modifications to its policies, practices, or procedures when requested to do so by individuals with disabilities when such accommodations are necessary to avoid discrimination on the basis of disability. The effective date of this policy is July 13, 2015.

Requests for accommodations will be considered on a case-by-case basis. In determining whether to grant a requested modification, Rio Metro will be guided by the provisions of United States Department of Transportation at 49 CFR Appendix E to Part 37.169.

Requests for modifications of Rio Metro's policies, practices, or procedures to accommodate an individual with a disability may be made either in advance or at the time of the transportation service. Rio Metro is best able to address and accommodate a request when customers make their requests for modifications in advance.

When a request for modification cannot practicably be made and determined in advance, the customer may make a request on the same day, at the time of, or during service to the Driver. The following is the process for requesting a reasonable modification:

- The customer needs to provide a detailed description of what accommodation is required and why it is necessary in order to use the service.
- Drivers may grant a request if such request is reasonable and meets the requirements of the Agency's policy.
- If a Driver is unsure if the request can be granted or declined, she/he is required to consult with Dispatch to receive direction.
- Requests may be denied on the following grounds:
 - Granting the request would fundamentally alter the nature of Rio Metro's service, programs, or activities;
 - Granting the request could create a direct threat to the health or safety of the requestor or others;
 - Granting the request would create an undue financial or administrative burden for the Agency; or

- o Without such modification, the individual with a disability is otherwise able to fully use Rio Metro's services, programs, or activities for their intended purpose.

Service Animals / Animals on the Bus

The only animals allowed inside of RMRTD vehicles will be those identified as service animals. The ADA defines a service animal as any guide dog, signal dog or other animal individually trained to provide assistance to an individual with a disability. Drivers may ask to confirm that an animal is a service animal, but should avoid any other questions about the animal. Passengers are responsible for the care and supervision of their service animal while on board. The animal must be on a leash or in a container, and remain under the passengers control and behave appropriately. The animal must remain at the passenger's feet or on their lap. The animal may not occupy a vehicle seat. The animal must not be aggressive toward people or other animals. The passenger is responsible for any damage or soiling caused by the animal. The Rio Metro Driver may exclude or require the owner to remove any service animal if the service animal displays disruptive, vicious, or aggressive behavior or constitutes a direct threat to the health or safety of others. In the alternate, a Rio Metro Driver may require any disabled passenger who does not comply with this policy to disembark the vehicle, or leave a transit facility, and may transport the passenger and their service animal to their destination separately.

Accessibility Devices

Rio Metro Drivers shall make use of all accessibility devices provided on each vehicle. Such devices include, but are not limited to: the wheelchair lift, wheelchair ties downs and securement systems, seat belts for all passengers, a public address system, and electronic signage identifying the bus and its route. The use of ramps or lifts by any passenger will be provided upon request. Ramps and lifts will be deployed at any stop, provided it is safe to do so. Additionally, Drivers shall request that persons sitting in priority seating vacate those seats when a passenger with a disability needs to use them. Adequate time will be allowed for individuals with disabilities to board and disembark the bus. *If the lift or ramp fails on a route Rio Metro will provide alternate service to the passenger within 30 minutes.*

Mobility Devices / Segways

Customers with a disability using a Segway as a mobility device are to be accommodated on Rio Metro buses.

Operators are to accept any form of authorized identification indicating that the customer has a disability (e.g. Medicare card, ABQ Ride Honored Citizen Card, ABQ Ride Sun Van Paratransit ID card, Santa Fe Ride Card or Santa Fe Trails Half Fare Card, Disabled Veteran's ID card or disability parking placard). *If an individual is unable to provide documentation at the time of the trip allow the customer to ride and inform them that they will be transported this time; however they will need to provide the documentation the next time.*

Customers using a Segway must maneuver it onto the lift without the assistance from the Driver and it must be secured in the wheelchair securement area and nowhere else.

Drivers will assist with securing the Segway or removing the securement devices if needed or requested by the customer. The Segway may be “on” but either standby or walking mode when being maneuvered onto the bus lift. The customer may accompany the Segway on the lift but may not ride it while the lift is moving. The Segway must be in the “off” position during this time and remain off. When using a ramp to board a low floor bus, the customer may push or pull the Segway onto the bus. The Segway must be turned off and remain off once the customer reaches the securement area.

Use a minimum of four straps to secure a Segway. Place the straps around the best securement location for the Segway. When secured, the Segway should not move more than two inches in any direction. Once secured, the Segway will remain in the “off” position.

It is recommended that the customer sit in the closest available seat to the Segway.

See Segway securement illustration below:



Customers attempting to board with a Segway under the influence of intoxicating substances including alcohol and/or drugs will not be permitted to board

Mobility Devices / Wheelchairs

Mobility devices / wheelchairs shall be transported providing the lift and vehicle can physically accommodate them. All mobility devices / wheelchairs will be properly secured when transported. A mobility aid is any class of three or more wheeled device that is usable indoors and designed for and used by individuals with mobility impairments. The device may be operated manually or powered. Mobility devices that pose a legitimate safety issue shall not be transported. Legitimate safety concerns include any device that by its design exceeds the mobility device's available space on the vehicle, impedes movement in the aisle of the vehicle, presents a safety hazard to the user, Driver, or other passengers while the vehicle is in motion, is a wheelchair of

such size that it would block an aisle; however, it explicitly does not include circumstances under which a Driver may find it difficult or impossible to secure a passenger's wheelchair to its satisfaction.

- Devices / wheelchairs must be tied down securely in four locations with the approved safety straps.
- Unoccupied devices must also be tied down with four straps.
- ALL Sure-Lock safety strap retractor units must be picked up and stowed away after EACH use.
- Bus-equipped seatbelts must be worn by all passengers. Seatbelts must be worn as designed and configured by the manufacturer. If a lap and shoulder system is supplied by the manufacturer, the system must be worn in its entirety and not “piece meal.”
- When assisting a passenger in putting on their seatbelt, make sure the back of your hand faces their body as you maneuver the belt into place. This avoids any possibility of a sense of “groping” that a passenger may feel if the Driver works with the palm of their hand facing their self.
- Make sure that the wheelchair lift is lowered onto level ground to avoid damage.
- Flashers should be used when the bus is not moving, and when loading/unloading wheelchairs.
- Drivers should park in designated loading zones.
- Once the device / wheelchair is in the bus the device should be secured, the lift should be retracted, and the passenger seatbelts should be applied. If equipped, a seatbelt built into the wheelchair / device is not for vehicular transport, but only to secure the rider into the wheelchair/ device. The seatbelt provided by the wheelchair/device manufacturer must be applied. If the passenger refuses to have the device / wheelchair secured, or to wear the manufacturer’s seatbelt, the passenger will not be permitted to be transported on the vehicle. Passengers in scooters that are able to transfer to a standard bus seat should be encouraged to do so, due to the greater level of safety involved in sitting in a bus seat.

Wheelchair Lifts: Loading a Mobility Device / Wheelchair

- Drivers should ensure that the lifting area is safe and control passengers or pedestrians from entering the lift operation area.
- Lift should be lowered onto a level surface. If the lift is not completely lowered, it will not lift normally, causing the Driver to manually pump the lift to raise it into the bus.
- Load device / wheelchair onto the platform. It is preferable to back the device / wheelchair onto the loading platform, making it easier for the Driver to release the device / wheelchair brakes and pull the passenger into the bus using the push handles on the device / wheelchair. Passengers may be loaded facing the bus if they have trouble backing onto the lift platform, at their request. Heavy motorized devices / wheelchairs must be backed onto the platform so that the heavy batteries are closer to the bus, thus improving the leverage of the lift and ensuring safe operation. The normal operation will be to back the passenger onto the lift when loading, and face them outward when unloading.

- Once the device / wheelchair has been loaded onto the platform, the Driver should ensure that the device / wheelchair is centered on the lift. The device / wheelchair should have its brakes applied, and, if a power wheelchair, ask the passenger to turn the device / wheelchair power OFF. Drivers will assist in powering off the device / wheelchair if necessary. Powering the device / wheelchair OFF ensures that no accidental movement will occur while the lifting operation is in progress, which could cause the passenger to fall from the lift. It is suggested that the passenger grasp the yellow wheelchair lift grab handles while on the lift. Ask the passenger if they are ready to be raised and then raise the lift.
- Raise the lift. In most cases, the passenger will ride alone on the lift. If a passenger is using a walker, or is unsteady or needs assistance, the Driver may ride up the lift with the passenger, if the total estimated weight of the two individuals is within the lifting capacity. If at any time during the lifting process the lift seems unstable, or seems to struggle with a heavy motorized device / wheelchair, lower the lift immediately and notify Dispatch.
- Drivers should enter the bus through the service entrance or from the lift platform.
- Release device / wheelchair brakes and manually move the standard device / wheelchair into the bus. If a power device / wheelchair, power up the device / wheelchair, and have passenger back it into the bus. Note that with power devices / wheelchairs there is normally a clutch device that will allow the device / wheelchair to freewheel should a malfunction occur and the device / wheelchair not power up.
- Once the device / wheelchair is in the bus, the device / wheelchair should be secured, the lift should be retracted, and the passenger seatbelt should be applied. If equipped, a seatbelt built into the device / wheelchair is not for vehicular transport, but only to secure the rider into the device / wheelchair. The seatbelt provided by the device / wheelchair securement manufacturer must be applied. If the passenger refuses to have the device / wheelchair secured, or refuses to wear the securement manufacturers' seatbelt, the passenger will not be permitted to be transported in the RMRTD vehicle. Passengers in scooters that are able to transfer to a standard bus seat should be encouraged to do so due to the greater level of safety that is offered by sitting in a bus seat.

Wheelchair Lifts: Unloading a Mobility Device / Wheelchair

- Open outside door and latch open. Ensure unloading area is level and safe. Keep passengers and pedestrians out of the area.
- Unfold lift to bus ground level. Ensure that the fold-up lift-flap has latched to prevent passenger from rolling off of the lift when loading.
- Re-enter the vehicle through the service door. Do not climb in through lift entrance.
- Remove passenger shoulder harness and seatbelt, unsecure device / wheelchair, and unlock device / wheelchair brakes.
- Manually roll the standard device / wheelchair onto the lift with passenger facing outward. For power devices / wheelchairs: release brakes, power up the device / wheelchair, and have passenger proceed to load onto lift. Passenger should load slowly and cautiously onto lift. If, in the judgment of the Driver, a passenger in a

power device / wheelchair does not have the manual dexterity to safely operate the device / wheelchair in the powered mode in the unloading process, the Driver should call Dispatch for instructions.

- Center the device / wheelchair on the lift, apply device / wheelchair brakes, power down power devices / wheelchairs, and encourage passenger to grasp yellow lift grab bars.
- The Driver should then exit the vehicle through the service entrance.
- With the Driver standing on the ground and controlling the unloading area, ask passenger if they are ready to be lowered, then lower device / wheelchair and occupant.
- Release device / wheelchair brakes, and push standard device / wheelchair off of platform. Power devices / wheelchairs may be powered up and driven off the lift, once at ground level.
- Normally the passenger will ride down alone on the lift. Drivers may accompany an unsteady passenger, at their discretion, as long as the lift capacity is not exceeded.
- After ensuring the passenger is unloaded safely, retract the lift and shut door.
- If unloading a passenger using the manual lift mode, turn the pump handle very slowly, so that the rate of descent is controlled and slow. (The manual lift mode should only be used in an emergency situation as this device is not intended for daily use. Driver must report to Dispatch immediately any problems with the wheelchair lift.)

Fares

Fare Box

Drivers will clear the fare box tray at each stop or more frequently if required in order that it may be determined that those boarding the bus are depositing exact fare.

Collection of Fares

The appropriate fare of a passenger must be collected when the passenger boards the bus. If a passenger does not have the correct amount, the Driver can make a “judgment call” as to how to proceed. If it appears that the passenger cannot genuinely afford the fare, the fare will be waived and the passenger will be transported to his/her destination. If a Driver is in doubt on how to proceed, he/she should call Dispatch and receive direction from Dispatch and/or the Transit Manager/Supervisor.

One Zone Fare Structure - EXACT FARE ONLY

• Adult (ages 18 through 61)	\$1.00
• Senior (ages 62 and up)	\$0.50
• Mobility impaired	\$0.50
• Youth (ages 10 through 17)	\$0.50
• Student (any age w/valid student ID)	\$0.50
• Children (ages 9 and under)	Free

Note: Children under the age of 10 must be accompanied by an adult.

Securing Fare Media

Drivers must keep all fare media cards on their person at all times to ensure proper control of them. Driver is responsible for any lost cards. In the event fare media is stolen the Driver must notify Dispatch immediately so Dispatch can contact law enforcement to file a police report.

Communications

Proper Radio Procedures

Drivers must use RMRTD 10-codes when using the two-way radio. Notify Dispatch immediately of any incidents, accidents, passenger issues, or other concerns.

RMRTD is the licensee of the radio system and is responsible for the system to be operated in accordance with FCC rules and regulations. Drivers are expected to exercise good judgment and be courteous and cooperative in their daily use of the system. All Drivers should initiate and answer radio transmissions in a professional manner. **Communication should be limited to business purposes only.**

Should an emergency occur Drivers must use plain language in communicating over the radio and should not use the 10-codes. In the event of a security emergency, Drivers should use the following phrase to let Dispatch know, secretly, that there is a problem on the bus: "I forgot to punch in Saturday." If Dispatch hears this phrase, they will immediately call 911 and send law enforcement to the Driver's location.

Security Procedures

Security Principles

These tips and guidelines are designed to help the Driver maintain order and promote safety in their vehicle.

- ***Most disputes arise out of a misunderstanding and the way a passenger is addressed by the Driver.*** -- The passenger may be unaware of the procedures for riding the bus. Because they may truly not know what to do, it is necessary to give the passenger the benefit of the doubt and assume they really don't know. Address them calmly, respectfully, and in a relaxed manner. This means that the Driver must be tolerant and patient, and explain the proper procedure without being irritated, aloof, or acting in a rude manner.
- ***Passengers will resist being told what to do.*** -- Rather than telling a passenger to do something, phrase the request in the form of a choice, or question. "This fare card is used up, do you have another one?" Let the passenger make the next move. Asking questions is far less provocative than telling or commanding.
- ***Passengers will "test" Drivers.*** -- It is important for Drivers to keep control of themselves. Some passengers will test the Driver to see if they can get away with something. It is important, when being tested, to stay in control, to be consistent, and to respond without losing patience.

- ***A trapped passenger is a dangerous passenger.*** -- In a dispute, make sure the door is open. The objective is to maintain order and protect passengers, not apprehend offenders. If the door is closed, the passenger may get violent in an effort to get out. Do not close the door on a fleeing passenger as this could lead to violence. Try to notice any identifying characteristics if the passenger is unknown.
- ***Security is maintained through consistency.*** -- If one passenger cannot eat on the bus, then all passengers cannot eat on the bus. Most people will go along with a rule if they think it is fair. Consistent and uniform application of all rules and regulations is fair to all of the passengers.

Suspicious Packages

Do not use a cell phone or key a radio within 300 feet of a suspicious package, as it may cause it to detonate.

Drivers should check the interior and exterior of their bus for suspicious packages during the pre-trip inspection, periodically during service hours, and during the post-trip inspection. Report any suspicious packages immediately to Dispatch so that Law enforcement may respond. In the event a suspicious package is found, evacuate the bus and keep passengers away from the vehicle until law enforcement respond and declare the area “all clear.” Acts of terrorism can happen anywhere. Don’t be complacent – it can happen here.

Suspicious Passengers

All passengers using Demand Response service must appear on the Driver’s schedule. If a passenger does not appear on the demand response schedule, notify Dispatch immediately. Demand Response Drivers provide curb to curb or door to door service, and must never enter private residences, except in the case of an emergency. When arriving at a stop, if a Driver is met with suspicious circumstances, suspicious persons, or what appears to be a hostile situation, the Driver should bypass the stop and radio in to Dispatch. Control of the situation may be lost after a suspicious or hostile person has boarded the bus.

Transit Watch

Transit Watch is a nation-wide program that enlists the eyes and ears of professional Drivers in reporting suspicious activity to combat terrorism and crime. Relay any suspicious activity to Dispatch so that law enforcement may be notified.

Emergency Procedures

General Statement

This section outlines procedures Drivers are to follow in order to protect themselves, customers and RMRTD equipment which may require evacuation in the event of the following:

- **Fire or Danger of Fire (smoke):** The bus shall be stopped and evacuated immediately if any portion of it is on fire, or if smoke is filling the inside of the

vehicle. Passengers shall move a safe distance away from the bus and remain there until the Driver has determined that no danger remains.

- **Unsafe Position:** If a bus is stopped or disabled, the Driver shall determine immediately whether it is safe for passengers to remain in the vehicle or to evacuate. The Driver shall evacuate if: 1) the bus stops in the path of any train; 2) stopping position of the van/bus is subject to change and thus increases the danger to passengers; or 3) the stopping position of the bus is such that there is danger of collision.
- **Directed to do so by a Transit Manager/Supervisor, Law enforcement, or any Emergency Personnel.** If a Dispatcher, Transit Manager/Supervisor, law enforcement, or any person in authority receives a bomb threat or similar threat, the Driver may be advised by radio to evacuate the bus. In this situation, the Driver shall evacuate and await further instructions.

If it is necessary to evacuate passengers, make certain that all passengers are safely located away from traffic, and that they are not permitted to leave the emergency scene on their own.

Evacuation Procedures

(THE SAFETY OF PASSENGERS IS OUR PRIMARY CONCERN)

- Stop the bus immediately in a safe location (for any of the above reasons). Radio Dispatch with the exact location and situation.
- Maintain control of passengers.
- Protect the accident or emergency scene.
- Set emergency brakes.
- Turn off ignition.
- Turn on 4-way flashers.
- Open bus door(s).
- Direct the evacuation; speak clearly and calmly.
- After all passengers are out, check the interior for small children, injured, or panic-stricken people. Use the fire extinguisher if a fire can be put out easily.
- Assist the injured. DO NOT give food, drink, or medication to anyone in shock. Symptoms of shock include; pale, moist skin; shallow, rapid breathing; overall weakness; dilated eyes.
- Keep passengers and bystanders away from the bus.
- Call the Transit Manager/Supervisor by telephone (if you have not yet been in contact) and be sure to give the exact location.
- Always keep calm and appear to be in control.

Passenger Emergencies

Drivers should report all medical emergencies to Dispatch immediately. Park the bus as soon as possible, and radio Dispatch with emergency information, status of riders, and the exact location of the incident. Dispatch will call 911. Remain on-scene, and wait for emergency personnel to arrive. Let the passengers know that help is on the way, and render first aid if practical. Complete and submit a detailed passenger Incident Report at

the end of the shift. Emergencies in the Dispatch office will be handled by calling 911 for assistance.

If a passenger stumbles or falls and is uninjured, call Dispatch, complete and submit an Incident Report at the end of the shift. Often times, passengers may call the following day to complain of a fall, even if they say they are “okay” at the time of the incident. Completing and submitting a report for each incident insures an accurate portrayal of events.



Rio Metro's Transit Driver Manual Acknowledgement Form

I, _____ have received a copy of Rio Metro
Transit's Driver Manual Revised October 2018.

Badge

Signature

Date

Knowledge of Procedures

Drivers must become thoroughly familiar with and successfully pass any required examination on the rules and procedures contained herein.

When necessary, Drivers should seek the guidance of supervisory personnel regarding clarification of any driver procedure.



Effective Date: September 7, 2022

RIDERSHIP POLICY

Mission Statement

Rio Metro collaborates to provide safe, accessible, efficient, and innovative transportation services for the benefit of our diverse local communities and the regional economy.

Rio Metro is committed to provide safe, accessible, timely and professional services for our customers. We thank you, the passengers boarding our buses, for obeying the rules listed below. For a full version of the Rio Metro Riders Guide, visit www.riometro.org.

1. COURTESY

Riders must act in a courteous manner at all times while riding the bus (including excessive public display of affection). Any rider who is verbally and/or physically abusive to other riders or the Transit Operator, or engages in horseplay/fighting, will be asked to exit the bus immediately and may be suspended. The Transit Operator may also contact law enforcement, if deemed necessary.

2. SAFETY

Transit Operator is responsible for the safety and welfare of passengers riding the bus. Riders must comply with the instructions of the driver at all times. Buses are equipped with cameras to ensure the safety of our passengers and our drivers.

3. Attire

Appropriate clothing must be worn (shirts, pants/shorts, and shoes).

4. SEAT BELTS

If available, please use the seat belts. Wheelchairs / scooters must be secured by the Transit Operator before the bus can proceed. Riders may not ride in an unsecured wheelchair or scooter. Wheelchair and scooter riders must wear seat belts provided by the wheelchair securement manufacturer. Power wheelchairs will be powered-down while the wheelchair lift is ascending or descending to prevent falls.

5. STANDING

Standing passengers must stand behind the standee line and hold on tight to the handrails or stanchions for their safety while the bus is in motion.

6. FARES

Riders must pay their fare upon boarding the bus or show a valid pass to the Transit Operator.

7. LOST & FOUND

Rio Metro is not responsible for lost or stolen items. To claim lost and found items please call the Rio Metro number you made the reservation with. Arrangements can be made to pick up items M-F during normal business hours.

8. EMERGENCY

In the event of an emergency and/or an evacuation of the bus is deemed necessary, all riders are to explicitly follow the instructions given by the Transit Operator.

9. FOOD/DRINK/TOBACCO

Riders are not permitted to consume food on the bus. Drinks are allowed ONLY in an appropriate non-spill travel container that is securely sealed. Regular and electronic cigarette smoking, and chewing tobacco are not permitted.

10. OXYGEN

Dependent riders are permitted to have one oxygen bottle in their possession. Riders are required to maintain control of their oxygen by themselves, if assistance is needed, it is recommend-ed that the rider bring someone to assist them.

11. ALCOHOLIC BEVERAGES

No rider is permitted to have an open container on board the bus. Rio Metro reserves the right for the Transit Operator to ask to see the contents of a package if he/she suspects that package may contain an open container of alcohol. Passengers who are deemed too intoxicated will not be allowed to board the bus.

12. ILLEGAL DRUGS

Illegal drugs are not permitted on the bus at any time. Any person found in possession of such drugs will be immediately reported to law enforcement. Passengers who are deemed too impaired will not be allowed to board the bus.

13. SIX BAG LIMIT

No more than 6 plastic shopping bags per rider are allowed on the bus. Riders are responsible for loading and unloading their own bags.

14. PERSONAL HYGIENE

Riders must maintain good personal hygiene so as not to offend other riders.

15. WEAPONS

Weapons are not allowed on the bus. A weapon is described as any device capable of causing bodily harm to another individual. Any person found in possession of a weapon will be reported immediately to law enforcement. There are no exceptions to this rule.

16. SERVICE ANIMALS

Service animals accompanying an individual with disabilities will be allowed to board the bus. No other animals are allowed. Riders are responsible for cleanup of their service animal. Please keep service animals off seats.

17. SCHEDULING/CANCELING RIDES

Rides must be requested by 12 noon one business day in advance, but up to two weeks in advance is encouraged. Rides are scheduled on a first-come, first-serve basis. Cancellations must be called into the transit office at least 2 hours prior to scheduled pick up. If a ride is not canceled it will be considered a “No Show”.

18. NO-SHOWS

Excessive No-Shows will result in a suspension. A rider who has 3 or more No-Shows, and those No-Shows exceed 10% of their scheduled trips in any single month period, may be suspended from using Rio Metro Demand Response services. For the full No-Show policy please refer to the Rio Metro Riders Guide available online at www.riometro.org.

19. TIME

Please make yourself visible to the Transit Operator when the bus approaches. A bus arriving at your home within 15 minutes before or after the scheduled pick up time is considered on time. If the bus arrives before your scheduled pick up time, you'll be expected to board the bus within 5 minutes. If the bus arrives after your scheduled pick up time, you'll be expected to board within 5 minutes. If you have not made contact with the bus within the allotted time, the bus will move on to its next stop. If you are somewhere other than home, the bus should arrive at your location at the scheduled pick up time. The bus will wait for 5 minutes on arrival for you to board. If you have not made contact with the Transit Operator within 5 minutes of arrival, the bus will move on to its next stop. If the bus is more than 15 minutes late for your scheduled pick up time, please call your local office to inquire on the bus' status.

Sandoval County Commuter Routes

877.660.1110

Rio Metro Rio Rancho Office

505.404.2063

Rio Metro Valencia Office

505.352.3595

Transit Operator Training Log

Topic	Date Completed	Min. Time Hrs.	Act. Time Hrs.	Operator Initials	Trainer Initials
Introductions/Facility Tour		1			
CDL Training Schedule		½			
Transit Operators Manual					
1. General Procedures		½			
2. Drivers Procedures		1			
3. Vehicle Operation		½			
4. Drivers Code of Conduct		½			
5. Appearance		½			
6. Uniforms		½			
7. Driver/Customer Relations		1			
8. Fares		½			
9. Communications		½			
10. Security Procedures		½			
11. Emergency Procedures		½			
12. Emergency Evacuation Videos		2 ½			
13. Busing on the lookout (Video Certification)					
New Mexico Department of Transportation (NMDOT)					
1. Safety Training & Rural Transit Training (START) online at RTAP		8+			
2. Title IV Training		1			
3. Conflict Management & De-Escalation Training		1			
4. CPR/First Aid		8			
5. Wheelchair Boarding & Securement		2 ½			
TAPCO Online Training					
1. COVID-19 Preparedness		½			
2. ODC 01 Introduction to Professional Driving		½			
3. ODC 02 Federal Regulations		½			
4. ODC 03 Safety Best Practices		1 ½			
5. ODC 04 LLLC Defensive Driving		1			
6. ODC 05 Hazard Identification & Mitigation		½			
7. ODC 06 Introduction to the Bus		½			
8. ODC 07 Pre-Trip & Post-Trip Inspections		½			
9. ODC 08 Mirror Adjustment & Reference Points		½			
10. ODC 09 Preventing Rear End Collisions		½			
11. ODC 10 Preventing Intersection Accidents		1			
12. ODC11 Railroad Crossings		½			
13. ODC 12 Pedestrian & Bicycle Awareness		½			
14. ODC 13 Preventing Backing Accidents		½			
15. ODC 14 Merging, Lane Changing & Passing		½			
16. ODC 15 Adverse Driving Conditions		1			
17. ODC 16 Revised Drug and Alcohol		1			
18. ODC 17 Preventing Driver Fatigue		½			
19. ODC 18 Preventing Driver Distractions		½			
20. ODC 19 Hazardous Material Communication		½			
21. ODC 20 Injury Prevention-Slips, Trips and Falls		½			
22. ODC 21 Using Maps & GPS		½			
23. ODC 22 Employee Safety Reporting Program		½			
24. ODC 23 Health and Wellness		½			
25. ODC 24 Professionalism & Customer Service		½			
26. ODC 25 Conflict and Aggression Management		½			
27. ODC 26 ADA Compliance and Sensitivity		½			
28. ODC 27 Mobility Devices		1			
29. ODC 28 Whistleblowers		½			
30. ODC 29 Preventing Harassment		1			
31. ODC 30 Creating a Drug & Alcohol-Free Workplace		1			

32. ODC 31 Bloodborne Pathogens		1			
33. ODC 32 Emergency Evacuations		1			
34. ODC 33 What to do in the event of an accident		1			
35. ODC 33A ELDT Compliance Course		2 ½			
36. ODC 34 Final Exam		1			
37. OSHA Compliance for Drivers		1			
38. OSHA Compliance Toolkit for Maintenance Facilities (Service Worker)		1			
39. Safety Leadership Training (Supervisor's)		1			
TAPTCO CDL Online Training					
1. CDL Exam Training Course		8+			
2. CDL01 Introduction and Rules & Regulations		½+			
3. CDL02 Vehicle Inspections		2+			
4. CDL03 General Knowledge Part 1		1 ½			
5. CDL04 General Knowledge Part 2		1 ½			
6. CDL05 Transporting Cargo Safely		½+			
7. CDL06 Passenger Endorsement		½+			
8. CDL07 Air Brakes Endorsement		1+			
9. CDL08 Practice Questions		2+			
Test Drive Pre-Trip, Behind the Wheel & Bus Familiarization					
1. Eldorado		2			
2. Glaval		2			
3. Arboc (Low Floor)		2			
CDL Only Training (In addition to the above training)					
1. Pre-Trip Bus		24+			
2. Skills Bus		24+			
3. On Road Driving Bus		40+			
Total Training Hours		84			
Total Training Hours with CDL Only Training		172			

I have received adequate training and/or understand the above.

Employee's Name (Please Print)	Employee's Signature	Date
Training Coordinator Name (Please Print)	Training Coordinator's Signature	Date

2024



Drug and Alcohol Policy

49 CFR Part 655



DRUG AND ALCOHOL TESTING POLICY
Rio Metro Regional Transit District
Adopted March 17, 2023 (revised
2/2024)

A. PURPOSE

- 1) The Rio Metro Regional Transit District (RMRTD) provides public transit and paratransit services for the residents of the counties of Bernalillo, Sandoval and Valencia. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, RMRTD declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. Covered employees shall abide by the terms of this policy statement as a condition of employment. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates drug and alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of specimens for drug and alcohol testing.
- 3) Any provisions set forth in this policy that are included under the sole authority of RMRTD and are not provided under the authority of the above-named Federal regulations are underlined. Tests conducted under the sole authority of RMRTD will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety-sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, persons controlling the dispatch or movement of revenue service vehicles and any transit employee who operates a non-revenue service vehicle that requires a Commercial Driver's License (CDL) to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above-mentioned duties is provided in Attachment A. Supervisors are only safety-sensitive if they perform one of the above functions. Volunteers are considered safety-sensitive and subject to testing if they are required to hold a CDL or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing; it is taken as a sample representing the whole specimen.

Alternate specimen: An authorized specimen, other than the type of specimen previously collected or attempted to be collected.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Collection Site: A place selected by the employer where employees present themselves for the purpose of providing a specimen for a drug test.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify a specific drug or drug metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Cutoff: The analytical value (e.g., drug or drug metabolite concentration) used as the decision point to determine a result (e.g., negative, positive, adulterated, invalid, or substituted) or the need for further testing.

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

DOT, The Department, DOT Agency: These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Employee: Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under 49 CFR Part 40, the term employee has the same meaning as the term “donor” as found on the CCF and related guidance materials produced by the Department of Health and Human Services (HHS).

Evidential Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations and appears on ODAPC’s Web page for “Approved Evidential Breath Measurement Devices” because it conforms with the model specifications available from NHTSA.

Initial Drug Test: The first test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a specimen is adulterated, diluted, substituted, or invalid.

Invalid Result: The result reported by an HHS certified laboratory in accordance with the criteria established by HHS when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of HHS or in the case of foreign laboratories, a laboratory approved for participation by DOT under 49 CFR Part 40.

Limit of Detection (LOD): The lowest concentration at which the analyte (e.g., drug or drug metabolite) can be accurately established.

Limit of Quantification (LOQ): For quantitative assays, the lowest concentration at which the identity and concentration of the analyte (e.g., drug or drug metabolite) can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has creatinine and specific gravity values that are lower than expected for human urine.

Negative Result: The result reported by an HHS certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative Specimen: A specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolite(s)) or invalid.

Oral Fluid Specimen: A specimen that is collected from an employee's oral cavity and is a combination of physiological fluids produced primarily by the salivary glands. An oral fluid specimen is considered to be a direct observation collection for all purposes of 49 CFR Part 40, as amended.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive Result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Primary Specimen: In drug testing, the specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system and for the purpose of specimen validity testing. The primary specimen is the portion of the donor's subdivided specimen designated as the primary ("A")

specimen by the collector to distinguish it from the split (“B”) specimen, as defined in 49 CFR Part 40, as amended.

Prohibited Drug: Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine as specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split (Bottle B) specimen when the second HHS Certified laboratory corroborates the original result reported for the primary (Bottle A) specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive Functions: Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Driver’s License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling dispatch or movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

Specimen: Fluid, breath, or other material collected from an employee at the collection site for the purpose of a drug or alcohol test.

Specimen Bottle: The bottle that, after being sealed and labeled according to the procedures in 49 CFR Part 40, is used to hold a primary (“A”) or split (“B”) specimen during the transportation to the laboratory. In the context of oral fluid testing, it may be referred to as a “vial”, “tube” or “bottle”.

Split Specimen: In drug testing, the specimen that is sent to a first laboratory and stored with its original seal intact, and which is transported to a second laboratory for retesting at the employee’s request following MRO verification of the primary specimen as positive, adulterated or substituted.

Split Specimen Collection: A collection in which the single specimen collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: An employee's specimen not consistent with a normal human specimen, as determined by HHS (e.g., a urine specimen, with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine).

Test Refusal: The following are considered a refusal to test if the employee:

- (1) Fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- (2) Fails to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fails to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fails to provide a sufficient quantity of specimen without a valid medical explanation.
- (6) Fails or decline to take an additional test as directed by the collector or the employer for drug testing.
- (7) Fails to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- (8) Fails to cooperate with any part of the testing process.
- (9) Fails to follow an observer's instructions to raise and lower clothing and turn around during a directly observed urine collection.
- (10) Possesses or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admits to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuses to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fails to remain readily available following an accident.
- (14) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

Undiluted (neat) Oral Fluid: An oral fluid specimen to which no other solid or liquid has been added. For example: A collection device that uses a diluent (or other component, process or method that modifies the volume of the testable specimen) must collect at least 1 mL of undiluted (neat) oral fluid.

Urine Specimen: Urine collected from an employee at the collection site for the purpose of a drug test.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified Negative Test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified Positive Test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity Testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the specimen, if the specimen was diluted, or if the specimen was altered.

D. EDUCATION AND TRAINING

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

- 1) Prohibited substances addressed by this policy include the following.
 - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1308.11 through 1308.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. It is important to note that the use of marijuana in any circumstances remains completely prohibited for any safety-sensitive employee subject to drug testing under USDOT regulations. The use of marijuana in any circumstance (including under state recreational and/or medical marijuana laws) by a safety-sensitive employee is a violation of this policy and a violation of the USDOT regulation 49 CFR Part 40, as amended.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a RMRTD supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

- c. Alcohol: The use of beverages containing alcohol (including mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

F. PROHIBITED CONDUCT

- 1) Illegal use of the drugs listed in this policy and as defined in 49 CFR Part 40, as amended is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty if they have used a prohibited drug as defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
 - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
 - i. The employee's alcohol concentration measures less than 0.02; or
 - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.

- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) RMRTD, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all RMRTD employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the workplace including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the RMRTD management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in this policy.

H. TESTING REQUIREMENTS

- 1) Drug testing and alcohol testing will be conducted as required by 49 CFR Part 40, as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under RMRTD authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.
- 3) All covered employees will be subject to drug testing and alcohol testing as a condition of ongoing employment with RMRTD. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in this policy.

I. DRUG TESTING PROCEDURES

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine and/or an oral fluid specimen will be collected as described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS-certified laboratory. An initial drug screen and validity test will be conducted on the primary specimen. For those specimens that are not negative, a test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the confirmatory test are at or above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS-certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to RMRTD. If a legitimate explanation is found, the MRO will report the test result as negative.
- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.

- 5) Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. RMRTD will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however RMRTD will seek reimbursement for the split sample test from the employee.
- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
- 7) Observed collections
 - a. Consistent with 49 CFR Part 40, as amended, collection under direct observation with no advance notice will occur if:
 - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to RMRTD that there was not an adequate medical explanation for the result;
 - ii. The MRO reports to RMRTD that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
 - iii. The laboratory reported to the MRO that the urine specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the urine specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
 - iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;

- v. The temperature on the original urine specimen was out of range (see §40.65(b)(5));
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with (see §40.65(c)(1)).
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

Urine collections that are required to be directly observed will be conducted by a person of the same gender as the donor as required by 49 CFR Part 40.67.

J. ALCOHOL TESTING PROCEDURES

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non- evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA- approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.
- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered

positive, the employee shall still be removed from duty for at least eight hours or for the duration of the workday whichever is longer and will be subject to the consequences described in this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

- 3) RMRTD affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40, as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

- 1) All applicants for covered transit positions shall undergo drug testing prior to performance of a safety-sensitive function.
 - a All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
 - b An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
 - c If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
 - d When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with this policy.

- e. If a pre-employment test is canceled, RMRTD will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide RMRTD with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. RMRTD is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide RMRTD proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

- 1) All RMRTD FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the

performance of a safety-sensitive job function. However, under RMRTD's authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.

- 2) RMRTD shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the RMRTD.
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with this policy. RMRTD shall place the employee on administrative leave in accordance with the provisions set forth under this policy. Testing in this circumstance would be performed under the direct authority of the RMRTD. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in this policy or the associated consequences.

M. POST-ACCIDENT TESTING

- 1) **FATAL ACCIDENTS** – A covered employee will be required to undergo drug and alcohol testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

2) NON-FATAL ACCIDENTS – A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:

- a. The accident results in injuries requiring immediate medical treatment away from the scene unless the covered employee can be completely discounted as a contributing factor to the accident.
- b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test.

The transit supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two (2) hours of the accident, the transit supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within eight (8) hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain

assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that RMRTD is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by a law enforcement agency), RMRTD may use drug and alcohol post-accident test results administered by state or local law enforcement officials in lieu of the FTA test. The state or local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with state and local law.

N. RANDOM TESTING

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Individuals who may be covered under company authority will be selected from a pool of non-DOT-covered individuals.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under RMRTD authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety-sensitive duty. However,

under RMRTD's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.

- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

RMRTD will terminate the employment of any employee that tests positive or refuses a test as specified in this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be immediately removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to a list of USDOT qualified SAPs. A test refusal is defined as any of the following circumstances:
 - a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
 - b. Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
 - c. Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
 - d. In the case of a directly observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
 - e. Fail to provide a sufficient quantity of specimen without a valid medical explanation.
 - f. Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
 - g. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
 - h. Fail to cooperate with any part of the testing process.
 - i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly observed urine collection.
 - j. Possess or wear a prosthetic or other device used to tamper with the collection process.
 - k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
 - l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).

- m. Fail to remain readily available following an accident.
 - n. As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
- 4) An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight (8) hours or the remainder of the workday whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NON-DOT alcohol test with a result of less than 0.02 BAC.
- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return-to-work agreement;
 - b. Failure to execute or remain compliant with the return-to-work agreement shall result in termination from RMRTD employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in this policy; however, all follow-up testing performed as part of a return-to-work agreement required under this policy is under the sole authority of RMRTD and will be performed using non-DOT testing forms.
 - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return-to-work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
 - d. **A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in this policy.**
 - e. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in this policy.
 - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with RMRTD.
 - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.

- 6) Failure of an employee to report within five (5) days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

RMRTD is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

- 1) Drug/alcohol testing records shall be maintained by the RMRTD Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need-to-know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.

- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over RMRTD or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of 49 CFR Part 40, as amended, necessary legal steps to contest the issuance of the order will be taken.
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the Rio Metro Regional Transit District on March 15, 2024 and updated on February 1, 2024.

Dewey V. Cave, Executive Director

(original signed document is available in the DAPM/DER's Office)

Attachment A

All positions at Mid Region Council of Governments / Rio Metro Regional Transit District were reviewed for safety-sensitive duties, as defined in 49 CFR Part 655, to determine the safety-sensitive positions. Additionally, any new positions created in the future will be reviewed for safety-sensitive duties. The following positions were determined to be safety-sensitive:

- RMRTD Transit Operators
- RMRTD Transit Dispatchers
- RMRTD Transit Training Coordinator
- RMRTD Transit Service Workers
- RMRTD Transit Lead Supervisors
- RMRTD Transit Supervisors

Attachment B - Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

RMRTD Drug and Alcohol Program Manager/Designated Employer Representative

Name: Elizabeth Carter

Title: Operation Review and Compliance Manager

Address: 809 Copper Avenue NW, Albuquerque, NM 87102

Telephone Number: Office: 505-843-1712 Cellular 505-274-0324

Medical Review Officer

Name: Janelle Jaworski, MD

Title: MRO

Address: 9501 Northfield Boulevard, Denver, Colorado 80238

Telephone Number: 877-585-7366

Additional Information: MRO if filling out pre-printed CCF

Medical Review Officer

Name: Brian N. Heinen, MD

Title: MRO

Address: 151 Leon Avenue, Eunice, Louisiana 70535

Telephone Number: 888-382-2281

Additional Information: MRO if using Preferred Alliance's eScreen online CCF

Substance Abuse Professional

Name: The Solutions Group

Address: 5801 Osuna Road NE, Suite A-105, Albuquerque, NM 87109

Telephone Number: 505-254-3555 or toll free 866-254-3555

HHS Certified Laboratory Primary Specimen

Name: Quest Diagnostics

Address: 10101 Renner Blvd., Lenexa, Kansas 66219

Telephone Number: 800-873-8845



RIO METRO
REGIONAL TRANSIT DISTRICT

Bus Maintenance Program

**for
Sandoval and Valencia Counties**

July 2019



RIO METRO REGIONAL TRANSIT DISTRICT BUS MAINTENANCE PLAN

I. Policy

It is Rio Metro Regional Transit District's policy to maintain vehicles and equipment in order to provide safe, comfortable, reliable, effective and efficient transportation services to our passengers.

II. Goals and Objectives

The goals and objectives of the fleet maintenance program are:

A. Maintain vehicles to promote the safety and comfort of passengers, operators, and protect the public.

1. Conduct regular pre-trip and post-trip inspections in order to identify vehicle and equipment problems and assure vehicles are in good operating condition.
2. Conduct Preventive Maintenance (PM) service at scheduled intervals to identify vehicle corrective maintenance needs and keep vehicle systems in good repair. The preventive maintenance schedule shall meet or exceed manufacturers' recommendations. **Vehicle mileage shall be documented in writing during routine preventive maintenance procedures.**
3. Conduct vehicle repairs in a timely manner and in accordance with industry best practices.
4. Maintain a clean appearance for vehicles through regular interior and exterior cleaning.

B. Manage preventive maintenance and repair activities for reliable and safe service by minimizing service interruptions and/or accidents due to vehicle equipment failure.

1. Inspect vehicles at intervals recommended by the manufacturer in order to identify and correct problems to avoid service interruptions.
2. Schedule repairs promptly in order to minimize service interruptions and/or accidents.
3. Utilize subcontractors as needed to perform repairs and maintenance to supplement transit maintenance staff efforts.
4. **Vehicle mileage shall be documented in writing on all repair orders.**
5. Schedule transit PM activities to maximize fleet availability during peak service hours.

6. Analyze repair, road call, and tow data to identify trouble-prone components or systems for proactive servicing.

C. *Maintain vehicles and equipment to promote cost-efficiency of operations.*

1. Maintain and repair vehicles to ensure their operations at peak efficiency, including fuel economy and emissions systems, etc.
2. Analyze fleet fuel usage and repair data to identify vehicles that may need remedial work or may need phased out of service.
3. Maintain vehicles and related equipment to fulfill manufacturer's warranty requirements and pursue warranty repairs where applicable; research and follow up on any applicable recalls or service bulletins.
4. Maintain vehicles to maximize the useful vehicle life, including the life of key components such as engines, tires, brakes, batteries, etc.
5. Manage the maintenance program to be cost effective in terms of staff time, service vendors, parts and supplies costs.

III. Program Elements

Pre and Post Trip Inspections. Each vehicle will be inspected at the start and end of each shift by the operator. A walk around will be performed with a vehicle checklist and any irregularities reported on the Operator Vehicle Condition Report (see Attachment A). The operator will also notify Dispatch of any mechanical defects and Dispatch will inform the Transit Manager of said mechanical defects. The Transit Manager or their designee will determine based upon North American Standard Out-of-Service Criteria if the mechanical defects require the vehicle to be placed out of service. If a vehicle is placed out of service a sign should be placed in the window stating the reason the vehicle is out-of-service so that no other operators utilize the vehicle until the necessary repairs have been made.

Basic Service Routines. Per the recommendations of the chassis, body, wheelchair lift, and accessibility feature manufacturers, and the additional recommendations of maintenance personnel, a thorough preventive maintenance schedule will be established for each vehicle (see Attachment B). At or before the manufacturers' recommended mileage intervals, the transit maintenance personnel will perform all the elements of maintenance due at that mileage. Preventative maintenance shall be done within 10% of the scheduled miles for preventative maintenance. See the below examples for each vehicle/bus type:

<u>Vehicle Type</u>	<u>Manufacturer's PM Schedule</u>	<u>10% scheduled miles (allowance +/-)</u>
Ford Focus	5,000	4,500/5,500
Ford Explorer	5,000	4,500/5,500
Ford E350 cutaway buses	5,000	4,500/5,500
Ford E450 cutaway buses	5,000	4,500/5,500
GMC Express 4500	5,000	4,500/5,500
Dodge Caravan & Entervan	6,000	6,600/5,400
Ford F-350 Regular Cab	6,000	6,600/5,400

All accessibility features shall be inspected at each preventative maintenance service and must be repaired promptly if there are any defects noted. **Vehicle mileage shall be noted on maintenance paperwork during each preventative maintenance service.**

Collaboration with ABQ Ride and Village of Los Lunas for Maintenance Services. Rio Metro Regional Transit District has entered into Maintenance Agreement with ABQ Ride and the Village of Los Lunas. Buses domiciled at the Sandoval Division will receive preventive and some corrective maintenance service at ABQ Ride's Daytona facility. Buses domiciled at the Valencia Division will receive preventative and some corrective maintenance at the Village of Los Lunas' maintenance facility. Rio Metro will work with ABQ Ride and the Village of Los Lunas to schedule both preventive and corrective maintenance. Rio Metro will notify ABQ Ride in advance by email of vehicles needing maintenance. ABQ Ride and Village of Los Lunas will then perform the maintenance and provide Rio Metro paperwork documenting the maintenance services performed. ABQ Ride and Village of Los Lunas uses four PM checklists titled: 1) PMA; 2) PMB; 3) PMC; and 4) PMD (see Attachment C). The "O" as a last character in a PM Service description, i.e. PMDO, requires an oil analysis be completed at that PM service mileage interval. The below chart may be used to determine which PM's are due and which aforementioned checklists are to be used at the different service mileage intervals.

Service	Mileage	<i>This chart is for Rio Metro Vehicles & Buses</i>			
PMA	5000	45000	85000	125000	165000
PMB	10000	50000	90000	130000	170000
PMA	15000	55000	95000	135000	175000
PMCO	20000	60000	100000	140000	180000
PMA	25000	65000	105000	145000	185000
PMB	30000	70000	110000	150000	190000
PMA	35000	75000	115000	155000	195000
PMD0	40000	80000	120000	160000	200000

Service	Mileage	<i>This chart is for Rio Metro Vans & Service Truck</i>		
PMA	6000	54000	102000	150000
PMB	12000	60000	108000	156000
PMA	18000	66000	114000	162000
PMCO	24000	72000	120000	168000
PMA	30000	78000	126000	174000
PMB	36000	84000	132000	180000
PMA	42000	90000	138000	186000
PMD0	48000	96000	144000	192000

Vehicle Cleaning. Interior cleaning and sweeping of each in-service vehicle will be performed as needed by the driver. Vehicle exteriors will be washed as needed to maintain a clean and presentable appearance. The Transit Manager or his/her designee will inspect 10% of the division's fleet for cleanliness on a monthly basis in accordance with Rio Metro's Bus Cleanliness Inspection Grading Criteria (see Attachment D) and will be documented in Rio Metro's Bus Cleanliness Inspection Report for submission to the Assistant Transit Director (see Attachment E).

Vehicle Repairs. The need for a vehicle repair may be discovered during a pre or post trip inspection, preventive maintenance inspection, or breakdown. The mechanic will determine warranty coverage for the system requiring attention, and if appropriate, pursue warranty repairs with the vendor, bus or chassis manufacturer, or authorized warranty outlet. The transit mechanic will determine whether the repair can be accomplished in-house or will need to be conducted by a subcontractor.

Documentation and Analysis. Vehicle condition will be regularly documented through pre and post trip inspections and problems discovered on the road will be documented on the Driver Vehicle Inspection Report by the driver. In addition, all vehicle maintenance and repair activity and costs will be documented. Vehicle data will be organized for summary and analysis. **Detailed checklists, similar to the following Operator Vehicle Condition Reports, will be completed and maintained by Rio Metro operations staff and made available for New Mexico Department of Transportation (NMDOT) review during scheduled annual site visits.**

Warranty. The goal of Rio Metro is to pursue all warranty claims. When a warranty item, part, repair, or equipment is needed, the frontline mechanic shall note what type of warranty item is needed in the work order submitted to Rio Metro. The Assistant Transit Director and/or his/her designee will complete the appropriate work order and/or contact the appropriate manufacturer or vendor for warranty recovery. After the item is determined to be under warranty, the Assistant Transit Director and/or his/her designee shall schedule for repair / replacement of the warranty item. Warranty items shall be tracked by bus on the Warranty Tracking Report (see Attachment F) and all documentation of warranty repairs shall be kept in the vehicle maintenance files.

Subrecipients/Contractors/Lessees Maintenance Oversight. Subrecipients, Contractors, and Lessees are required by Rio Metro to follow acceptable vehicle maintenance standards. Vehicle maintenance plans shall be written and shall meet vehicle manufacturers' minimum requirements. Maintenance standards shall address Americans with Disability Act (ADA) requirements for maintenance of accessibility features. Maintenance records shall be kept on hand at the subrecipients/contractors/lessees place of business and shall be available to Rio Metro for inspection. Rio Metro shall schedule onsite inspections of subrecipients/contractors/lessees maintenance records, and Rio Metro shall perform a random visual inspection of vehicles every six (6) months.

ATTACHMENTS

Attachment A - Operator's Vehicle Condition Report (daily pre/post trip inspection)

Attachment B – 5,000 or 6,000 miles Preventive Maintenance Checklist – Schedule A (*5,000 for Ford Focus, Ford Explorer, Ford E-350 Cutaway bus, Ford E-450 Cutaway bus and GMC 4500 low floor bus; and 6,000 for Dodge Caravan & Entervan, 6,000 Ford F-350 Regular Cab.*).

Attachment C – ABQ Ride and Village of Los Lunas's Preventative Maintenance Checklists for – Schedule A, Schedule B, Schedule C and Schedule D.

Attachment D – Rio Metro's Bus Cleanliness Inspection Grading Criteria

Attachment E – Rio Metro's Bus Cleanliness Inspection Report

Attachment F – Rio Metro's Warranty Tracking Report



Operator's Vehicle Condition Report

Date _____ Vehicle # _____

Line _____ Ending Mileage _____

Federal regulations state that no motor vehicle carrying passengers for hire shall be driven unless the driver has determined that the following parts and accessories are in good working order. Each driver is required to submit a signed written report daily for each vehicle driven and recommend any repairs deemed necessary.

PRE-TRIP: Indicate with a checkmark (✓) that item has been checked or done during the Pre-Trip Inspection.

1 2 3	1 2 3
☐ ☐ ☐ Axle/Lugnuts	☐ ☐ ☐ Static Brake Test
☐ ☐ ☐ Air Loss (Brakes)	☐ ☐ ☐ Emergency Reflectors
☐ ☐ ☐ Lights & Reflections	☐ ☐ ☐ Windshield Wipers
☐ ☐ ☐ Tires	☐ ☐ ☐ Mirrors
☐ ☐ ☐ Horn	☐ ☐ ☐ Fire Extinguisher
☐ ☐ ☐ Lift/Ramp Cycle	☐ ☐ ☐ Door Interlock
☐ ☐ ☐ Securement System	☐ ☐ ☐ Kneeling
☐ ☐ ☐ Driver's Seat Belt	☐ ☐ ☐ Oil

DEFECTS: Indicate with a checkmark (✓) DEFECTIVE ITEMS ONLY.

BRAKES

- ☐ ☐ ☐ Air Leak
- ☐ ☐ ☐ Pull to L/R
- ☐ ☐ ☐ Noisy
- ☐ ☐ ☐ Dragging
- ☐ ☐ ☐ Smoking
- ☐ ☐ ☐ Other (explain)

TIRES/WHEELS

- ☐ ☐ ☐ Flat
- ☐ ☐ ☐ Damaged
- ☐ ☐ ☐ LF RF RRI RRO LRI LRO

A/C & HEATING

- ☐ ☐ ☐ No Cool/AC
- ☐ ☐ ☐ No Heat
- ☐ ☐ ☐ Defroster Defect
- ☐ ☐ ☐ Ventilation (Blowers)
- ☐ ☐ ☐ Other (explain)

RETARDER

- ☐ ☐ ☐ Light On (Brakes NOT applied)
- ☐ ☐ ☐ Light On (Brakes Applied; Bus stopped)
- ☐ ☐ ☐ Light Not On (Brakes applied; Bus Moving)

ENGINE

- ☐ ☐ ☐ Hot Engine/Water Leaks
- ☐ ☐ ☐ Low Oil/Oil Leaks
- ☐ ☐ ☐ No Power
- ☐ ☐ ☐ Smokes
- ☐ ☐ ☐ Idles Rough/Vibration

- ☐ ☐ ☐ Other (explain)

GRAFFITI (Note on back)

- ☐ ☐ ☐ Interior, Location
- ☐ ☐ ☐ Exterior, Location

LIGHTS

- ☐ ☐ ☐ Interior
- ☐ ☐ ☐ Exterior

TRANSMISSION

- ☐ ☐ ☐ Won't Go Into Gear
- ☐ ☐ ☐ Slips/Grinds/Lurches
- ☐ ☐ ☐ Fluid Leaks

STEERING

- ☐ ☐ ☐ Hard/Binds
- ☐ ☐ ☐ Shimmy
- ☐ ☐ ☐ Excessive Play
- ☐ ☐ ☐ Other (explain)

ELECTRICAL EQUIPMENT

- ☐ ☐ ☐ Starter
- ☐ ☐ ☐ Turn Signals/Flashers
- ☐ ☐ ☐ Tablet
- ☐ ☐ ☐ Farebox
- ☐ ☐ ☐ Destination Sign
- ☐ ☐ ☐ PA System
- ☐ ☐ ☐ Radio (problem)
- ☐ ☐ ☐ Cameras

ENTRANCE/EXIT DOORS

- ☐ ☐ ☐ Slow
- ☐ ☐ ☐ Inoperative
- ☐ ☐ ☐ Leaks Air
- ☐ ☐ ☐ Other (explain)

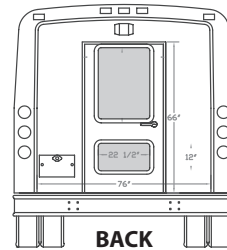
ADA/LIFT/RAMP

- ☐ ☐ ☐ Tie Down (Clean/Operational)
- ☐ ☐ ☐ Lap Belt Shoulder (Clean/Operational)
- ☐ ☐ ☐ Straps/Hooks (Clean/Operational)
- ☐ ☐ ☐ Lift Cycle
- ☐ ☐ ☐ Will Not Deploy
- ☐ ☐ ☐ Will Not Lower/Raise
- ☐ ☐ ☐ No Restraint Down/Up
- ☐ ☐ ☐ Lift Will Not Stow/Park
- ☐ ☐ ☐ Stop Signal Request (Audio/Light)

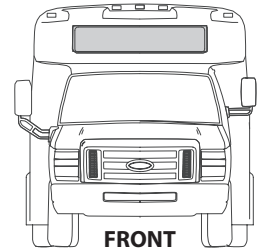
NOTE TO OPERATOR: Help Expedite repairs by providing accurate information regarding defects! **PLEASE WRITE CLEARLY.**

BODY DAMAGE/GRAFFITI LOCATIONS, EXTERIOR

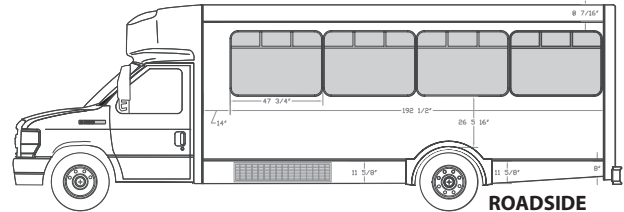
Please **circle** any damage to bus body.



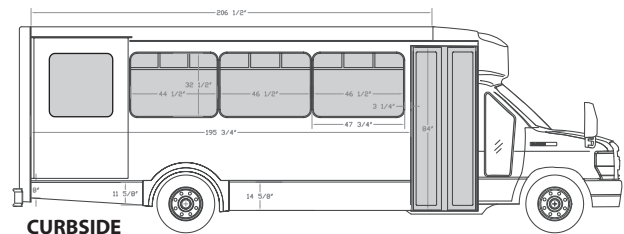
BACK



FRONT



ROADSIDE



CURBSIDE

MAINTENANCE DEPARTMENT: Please list repairs made.

Defects	Time	Signature	Badge

No Defects	AM		
Defects Noted ____:____	PM	_____/_____ (1 st Operator)	

No Defects	AM		
Defects Noted ____:____	PM	_____/_____ (2 nd Operator)	

No Defects	AM		
Defects Noted ____:____	PM	_____/_____ (3 rd Operator)	

Mechanic's Name

Badge

Date

Approved Supervisor

Print

Date

Signature

Rio Metro Regional Transit District
Division _____



Inspection Type (A) circle one: 6,000 or 7,500 Mile		Signature: _____		Work Order #: _____	Date: _____
Bus Number: _____		Inspector: _____		Customer: _____	
Mileage: _____	Make: _____	Model: _____	Year: _____		

Function Test: Engine On

Action Items

- ▶ Check DVIR and add any discrepancies to the defect sheet. Sign off DVIR
- ▶ Clear work area in rear of bus to check speedometer and parking brake
- ▶ Record outside Ambient Temperature TEMP: _____
- ▶ Reverse bus. Move forward, check speedometer.

Performance Checks:

- 1 ABS/Traction Control Valves
- 2 Back-Up Alarm
- 3 Speedometer Operation
- 4 Parking Brake Operation
- 5 Front door and Dome lights
- 6 Fast Idle Operations
- 7 Electric Side Mirror Adjustment
- 8 Windshield Wipers/Wash
- 9 Dash Light/Dimmer Switch
- 10 All Dash switches and Gauges
- 11 Voltage Gauge Readings
- 12 Radio/VMS System
- 13 Head Sign Control Unit
- 14 Camera System: Drive Cam & DVR System
- 15 Horn Steering Wheel Adjustment
- 16 Steering Wheel Adjustment
- 17 Operators Seat, Belt & Seat Adjustment
- 18 Sun Visor/Sun Shade
- 19 Operators Light
- 20 Interior Lighting
- 21 Check Coach Documentation

Check Criteria

- Turn Ignition ON light Should come on and off within 30 sec.
- Must be audible from drivers seating area
- Must register vehicle speed
- Bus does not move OR bus stops when applied
- Must open and close as indicated; lights illuminate
- Engine RPM increases to 1100 to 1200 RPM
- Must be operational
- Must operate as intended and blade condition / fill reservoir
- Gauges must illuminate and adjust intensity with rheostat
- Secure & indexed properly
- 12V:13V +/-0.3
- Secure & Operational
- Secure & Operational
- Secure, indicates properly
- Horn must be audible in all steering wheel positions
- Steering wheel must be fully adjustable and all hardware intact
- Must be fully adjustable; all hardware & controls intact.
- Check upholstery for damage, clean and lubricate * tracks.
- Operable and all hardware intact
- Must be operational
- All lights operational. Light panels in place and secure
- DOT Cert, Emissions, Registration & Insurance : All Current

Mechanic Initials

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Function Checks (Engine Off)		
Action Items		
▶ Ignition must be on for interior lights to work ▶ Turn "ON" Interior Lights ▶ Replace and Tighten all loose or missing hardware		
		Mechanic Initials
Performance Checks:	Check Criteria	P F
22 Accelerator/brake Pedals	Roller Plunger and pedal pin all secure and intact. Lubricate *	☐ ☐
23 Handheld Fire Extinguisher	Present extinguisher and mount secure and charged in the green zone. Check date and replace if out of date.	☐ ☐
24 Emergency Triangles	Storage case intact, secure & all 3 triangles intact and functional	☐ ☐
25 Interior Mirrors	Present and secure lubricate * as needed	☐ ☐
26 Stanchions and Related hardware	Secure and free of damage	☐ ☐
27 Panels, Partitions and Related Hardware	Secure, clean intact and free of damage	☐ ☐
28 Passengers Seats and Related Hardware	Secure and clean (free of rips, tears and graffiti, gum, etc.)	☐ ☐
29 Wheel Chair Flip Seats	Secure operational missing hardware	☐ ☐
30 Wheel Chair Restraints	Secure all in place and functional	☐ ☐
	▶ Inspect belts for excessive wear, damage, chafing and cleanliness ▶ Ensure all floor anchors are secure and free of obstructions debris and dirt. ▶ Ensure all wall anchors for belts are properly secured and allow proper freedom of movement. ▶ Ensure floor surface in wheelchair restraint area is undamaged and free of any condition which would impede use of equipment ▶ Ensure belts do not drag on floor ▶ Ensure all labels detailing use of restraint equipment are undamaged and clearly legible. ▶ Check belt retractor mechanism by tugging sharply on the belt the belt mechanism should lock in response to this sudden motion ▶ Operate any locking or release mechanisms. Ensure mechanisms operate smoothly and release completely. ▶ Tighten all mounting hardware as required.	
31 Check ADA Signage	Secure , all in place and functional	☐ ☐
32 Interior Decals	Proper sign placement, clean and legible (no fading)	☐ ☐
33 Passengers Stops Request	Secure clean and legible	☐ ☐
34 Windows	All touch tapes/cable & pushbuttons are secure and serviceable	☐ ☐
35 Emergency Windows	None broken/ secure latches/open and shut	☐ ☐
36 Rear Roof Hatch	Opens, latches not binding, lubricate *latch shut as intended	☐ ☐

Wheelchair Lift Checks:

Action Items		
▶ Turn Fast Idle Is "ON" ▶ Open Appropriate Door for Wheelchair		
		Mechanic Initials
Performance Checks:	Check Criteria	P F
37 Wheelchair and ADA Equipment	Perform two full cycles checking for smooth operation	☐ ☐
38 Wheelchair Lift/Ramp	Check for damage and proper operation. Check ramp or lift mounting and hardware including slides, rails, pivot arms, handles, barriers, hinges and chains	☐ ☐
39 Wheelchair Step Well/Recess	Sweep and clean all debris from ramp or lift, check floor for weak spots under ramp.	☐ ☐
40 Wheelchair System	Check hydraulic motors, pumps, valves, lines, hoses and fittings for leaks, routing and clamping	☐ ☐
41 Wheelchair Wiring	Check all wiring for proper routing and clamping	☐ ☐
42 Wheelchair Pump Motor	Check fluid level with ramp fully deployed and at ground level	☐ ☐

Air Conditioning/Heating Checks**Action Items**

- ▶ Ensure Air Conditioning is still "ON"
- ▶ Wheelchair Lift/Ramp "OFF"
- ▶ Turn Fast Idle to "OFF"

Mechanic Initial

Performance Checks:**Check Criteria****P F**

43 Drivers Vent	Check operation, cable and seals	☐	☐
44 Air Conditioning Filter	Inspect for serviceability and Clean or replace	☐	☐
45 Return Air Vent Panel	Check evaporator coils and vent for security, clean vent	☐	☐
46 Thermostat Control	Check for proper adjustment, adjust accordingly	☐	☐
47 Climate Control Switch	Check for proper operation	☐	☐
48 Air conditioning Duct Temperature	Check AC duct temperature at the front of the coach and the rear at the return duct. Front _____ Rear _____	☐	☐
49 Condenser Coils	Check for security, damage and cleanliness	☐	☐
50 Evaporator and Condenser Motors	Check for proper operation, blades for damage and wiring secured	☐	☐

Front and Rear Door Checks**Action Items**

- ▶ Turn Engine "ON"

Mechanic Initials

Performance Checks:**Check Criteria****P F**

51 Emergency Door Release Valves, handles (Front and Rear)	Cover intact, Hammer in place (where applicable) secure and valves operational	☐	☐
52 Door Cycle Test	Door opens & Closes as intended after above tests	☐	☐

Bus Exterior Checks**Action Items**

- ▶ Turn Master switch to "OFF" then to "Lights" position (Engine Not Running)
- ▶ Set Destination sign to Test pattern. Turn "ON" all exterior lights
- ▶ Conduct Walk-around Inspection. Note body damage on Bus Diagram Sheet

Mechanic Initials

Performance Checks:**Check Criteria****P F**

53 Front Bumper & Access Panels & Windshield	Mounting hardware and damage. Panels operational and secure	☐	☐
54 Curbside Mirror	Secure & undamaged and adjustable	☐	☐
55 Curbside Body, Access Panels & Windows	Mounting hardware and damage. Panels operational and secure	☐	☐
56 Right Front Tire Pressure (65+/-3 PSI)	PSI _____	☐	☐
57 Right Front Tread Depth (4/32") and Tire #	Tread Depth _____ Tire Number _____	☐	☐
58 Tire Condition	Cuts, sidewall damage foreign objects	☐	☐
59 Fuel Cap/Fuel Nozzle	Present secure & intact. No indication of fuel leakage, wipe gauge faces and leave door opens for starter	☐	☐
60 Right Rear Tire Pressure (80 +/-3 PSI)	RRO _____ RRI _____	☐	☐
61 Right Rear Tread Depth (2/32") and Tire #	Depth _____ Tire # _____ Depth _____ Tire # _____	☐	☐
62 Tire Condition		☐	☐
63 Rear bumper & access panels & window		☐	☐
64 Left rear Tire Pressure (80 +/-3 PSI)	LRO _____ LRI _____	☐	☐
65 Left Rear Tread Depth (2/32") and Tire #	Depth _____ Tire # _____ Depth _____ Tire # _____	☐	☐
66 Tire Condition		☐	☐
67 Roadside body access Panels & Windows		☐	☐
68 Left Front Tire Pressure (65 +/-3 PSI)	PSI _____	☐	☐
69 Left Front Tread Depth (4/32") and Tire #	Tread Depth _____ Tire Number _____	☐	☐
70 Tire Condition	Cuts, side wall damage foreign objects	☐	☐
71 Roadside Side Mirror	secure & undamaged and adjustable	☐	☐
72 Exteriors lamps	Head, Tail, Brake, Directional's, High-beams, Marker, license plate Exterior Door, Clearance lights all operational	☐	☐
73 Destination Signs	All signs provide identical & acceptable readouts	☐	☐

- ▶ Set Lights to "Off"
- ▶ Set Master to "Off"

Battery Checks**Action Items**

- Keep Engine Off
- Hook-Up Battery Load Tester

Performance Checks**Check Criteria**

Mechanic Initials

		P	F
74 Battery Test	Charge Level ok, Meter indicates" Good or Marginal" Battery	☐	☐
75 Battery Tray	Clean, secure and easy to pull out	☐	☐
76 Battery Cables and Terminals	Clean, secure and no signs of corrosion or damage	☐	☐
77 Battery Protection	Coat all connections with Battery Coat protective coating	☐	☐

Engine Checks**Action Items**

- Turn Engine On
- Hook _Up engine diagnostics. Document fault codes. Clear all inactive codes

Performance Checks**Check Criteria**

Mechanic Initials

		P	F
78 Fault codes		☐	☐
79 Transmission Fluid Level	Level OK for Cold or Hot running conditions(non-sealed stick) check eng idling (fluid hot) in park	☐	☐
80 Exhaust System Integrity	Secure & intact, free from damage, no signs of exhaust leakage	☐	☐

Action Items

- Pressurize Cooling System(9PSI)
- Turn Engine Off
- Open and Close Hot Water Valves

Performance Checks**Check Criteria**

P F

81 Radiator and Charge Air Cooler	Secure , free of obstruction, damage and leaks, clean after insp	☐	☐
82 Power Steering Pump & Reservoir	Level"OK" indicate quantity added if low_____Qts	☐	☐
83 Coolant System Integrity	Pressurization held, no leaks, loose clamps, rubbing hoses	☐	☐
84 Coolant level	Check Level-Freeze Point_____ Indicate quantity added_____	☐	☐
85 Surge Tank	Tank cap seal and latch for integrity and operation	☐	☐
86 Hydraulic Transmission Hoses/lines	Must be secure/no chaffing, rubbing or damaged hoses	☐	☐
87 Transmission Cooler	secure, proper mounting, lines, clamps and cables for leaks	☐	☐
88 Engine and accessory Belts	Belts show no signs of wear, splitting or fraying	☐	☐
89 Alternator and Starter Connections	Cables and Terminals secure and free of corrosion	☐	☐
90 Wiring Harness and Tie downs	secure & intact, wires not subject to heat or vibration damage	☐	☐
91 Fan Blade and Shroud	secure and intact, free of damage	☐	☐

Undercarriage Checks**Action Items**

- Turn Engine Off
- Turn Batteries Off
- Raise and support bus with safety stands (or perform over pit)

Mechanic Initials

Performance Checks**Check Criteria**

P F

92 Steering linkages	No excessive play or damage, all boots in place	☐	☐
93 Steering Gear Box	Check for leaks , mounting and movement	☐	☐
94 Suspension System	Shock absorbers & air bags secure and tight no air leaks	☐	☐
95 Hoses, Pipes, Clamps, Wiring and Fittings	Secure and intact , no leaks, no splitting, rubbing or corrosion	☐	☐
96 Axles, Radius Rods & Bushings	No cracks or movement or excessive rust, all rubber intact	☐	☐
97 Chassis Structure & Underbody	No cracks or excessive rust in welds or steel supports	☐	☐
98 Mud Flaps and Static Straps	secure , intact and no damage	☐	☐
99 Drive Shaft/U-Joints	secure, no excessive rust, rubber boots intact and safety strap	☐	☐
100 Tie Rods/King Pins	Lubricate U-joints, tie rod ends, kingpins and grease points	☐	☐
101 Bulkhead Electrical Connections	secure, no corrosion or frayed wires	☐	☐
102 Differential Oil Level	Filled, no signs of leakage, cracks or excessive rust	☐	☐
103 Pinion Shaft and Seal	Check for leaks, movement	☐	☐
104 Engine and Transmission Housing/Oil Pan	No oil leaks, cracks or other visible damage	☐	☐
105 Engine and Transmission Mounts	secure & intact, no splits or cracks in rubber material	☐	☐
106 Check Starter	Proper mounting, check wiring for condition and routing	☐	☐

Engine Oil and Filter Change		

Action Items

- ▶ Keep Engine Off
- ▶ Keep Bus Raised and Supported
- ▶ Remove Oil Pan Drain Plug
- ▶ Drain Oil into Oil Collection Tank and Obtain Sample for Analysis

Performance Checks

- 107 Drain Plug
- 108 Remove Oil
- 109 Plug and Oil Pan Threads

Check Criteria

- Inspect for excessive metal fragments
- Inspect for contaminants, water anti-freeze, fuel and metal frags
- Inspect for serviceability

Mechanic Initials

P	F
☐	☐
☐	☐
☐	☐

- ▶ Install Drain Plug
- ▶ Remove Old Oil Filter and Replace with new one
- ▶ Fill Engine Oil Pan with Proper Amount of Oil
- ▶ Turn Engine ON

110 Engine Oil Pan, Filter and Lines

Check for oil leaks

☐	☐

- ▶ Turn Engine Off

111 Engine Oil Level

Check for proper oil level

☐	☐

Kingpins/Ball Joints		

Action Items

- ▶ For Portable Lifts, Lower frontend of bus so it is supported by safety stands
- ▶ For Axle Support Lifts, Place a pinch-bar in the lowest vent hole of the front wheels

Performance Checks

112 Kingpins/Ball Joints

Check Criteria

Check for excessive up/down and side to side play

Mechanic Initials

P	F
☐	☐

Brakes		

Action Items

- ▶ Chock Wheels
- ▶ Release Parking & Actuate Service Brakes
- ▶ Measure Brake Lining Wear, check Brake Fluid

Performance Checks

- 113 A Record Brake Lining Thickness on All Wheels
- 113B Record Rotor Thickness
- 114 Check all Four Wheels for Inner Seal Leaks

Check Criteria

- RF _____ LF _____ RR _____ LR _____
- RF _____ LF _____ RR _____ LR _____
- No leakage or wetting allowed on any wheel seal

Mechanic Initials

P	F
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☐	☐
☐	☐

Wheels Miscellaneous		

Action Items

- ▶ Lower Bus from Lift

Performance Checks

- 115 Wheel Integrity
- 116 Lug Nuts
- 117 Valve Stem Extensions and Caps

Check Criteria

- No excessive rust or noticeable cracks in wheels
- No missing lug nuts
- Install any missing extensions and caps

Mechanic Initials

P	F
☐	☐
☐	☐
☐	☐

Final Steps		

- ▶ Road Test Coach
- ▶ Complete Paperwork
- ▶ Move Coach to PM Repair Tech if Applicable

Mechanic Initials

BUS CLEANLINESS INSPECTION GRADING CRITERIA

Inspection Area	10 Satisfactory ←———— Good —————→ 1 Unsatisfactory		
Dashboard	Surface has no fluid stains, markings, debris or dust.	Surface has a light dust present, stains and minimal paper debris.	Surface has heavy dust coating, fluid stains and paper debris.
Drivers Area	No debris, food or fluid spillage. Floor, gauges, seat, visors and mirror clean.	Minimal paper debris and minor fluid stains, Gauges and mirror show light dust accumulation.	Various paper debris, sticky fluid and stains on floor. Seat requires cleaning.
Transom/Ledges	No dust, debris or water stains.	Light dust accumulation on surface edge and window area.	Heavy dust on surface and window ledge. Debris present.
Ceiling/Vents	No soot, fingerprints or dirt visible on ceiling vents and emergency hatches.	Minimal dirt accumulation around air vents, air intake, and emergency hatches.	Heavy dirt or soot on ceiling, air vents, rear panel and emergency hatches.
Seat Frames	No damage, dirt, on frames, seat backs and handles	Minimal dirt, on frames, seat backs and handles. Frames are in good condition.	Frames, backs and handles are filthy with dirt. Some seats frames require repair.
Seat Inserts	No damaged, dirty or graffiti inserts	Inserts are dirty, worn or have graffiti. Up to 14	Inserts are dirty, worn or have graffiti inserts. More than 15
Windows	Windows do not have fingerprints, spots, or dust accumulation.	Windows have light dust accumulation, minimal amount of fingerprints or spots.	Windows are dusty, many hand prints and oily /greasy spots on them.
Sacrificial Windows	Sacrificial window pieces are in place and do not have any etching. 0 to 4 pieces damaged.	Sacrificial window pieces are in place and are etched. 5 to 8 are damaged.	Sacrificial window pieces are missing and/or etched in excess. 9 or more are damaged or missing.
Doors	Door ledges, panels and windows do not have any dirt on them.	Doors show presence of dirt on panels, frame, molding and door windows.	Doors have heavy layer of dirt on panels, frame, molding and door windows.
Floor	Floor is mopped clean and vacuumed properly. No fluid stains.	Floor shows minor fluid stains. Bus is vacuumed properly.	Floor has many sticky fluid stains. Debris from improper vacuuming.
Gum	No pieces noted.	1 to 5 pieces noted.	6+ pieces noted.
Stepwells	No debris or gum, and areas are clean. No odors.	Dirt on some areas with offensive odors.	Debris and gum in area with odor and requiring mopping.
Int. Graffiti	No removable graffiti on any interior surfaces of the bus.	Moderate graffiti or stickers on interior that can be readily removed. 1 to 5	Heavy graffiti or stickers on interior that requires extensive labor. 6+
Window Etching	None to minimal visible window etching (Int/Ext).	Various number of windows etched (Int/Ext).	Heavy and numerous windows are etched (Int/Ext).
Ext. Cleanliness	Windows, upper & lower panels, front and rear are clean. No grease or oils on surface.	Windows, upper and lower panels are clean. Rear shows minimal amount of grease and oils on surface.	Bus has not been washed in several days. Most surface areas are dirty, greasy and/or oily
Ext. Graffiti	No graffiti on any exterior surfaces of the bus.	Moderate graffiti on exterior that can be readily removed.	Heavy graffiti on exterior that requires extensive labor.
Wheels	All wheels are clean and in good condition, no damage.	Wheels have minimal road grime/brake dust and/or damage.	Wheels have heavy road grime/brake dust and/or damage.
Ext. Body Condition	Body panels are in good condition. Painted surfaces are not faded.	Some minor body damage to bus. Painted surfaces show slight oxidation or scrapes.	Extensive body damage to bus with oxidation of paint or paint chipping.
Front & Rear Bumpers	All bumper pieces in place and are in good condition.	Front & Rear bumpers have one piece missing. Minor damage or warping.	Front & Rear bumpers have various bumper pieces missing. Major damage.



RIO METRO REGIONAL TRANSIT DISTRICT
BUS CLEANLINESS INSPECTION REPORT

Performed By: _____

Signature: _____

Date: _____

Passsing is 8.0 or higher

Inspection Area	Bus No. _____	Bus No. _____	Bus No. _____	Bus No. _____	Bus No. _____	Bus No. _____	Bus No. _____	Bus No. _____	Bus No. _____	Bus No. _____	Bus No. _____	Bus No. _____	Total
Dashboard													#DIV/0!
Drivers Area													#DIV/0!
Transom/Ledges													#DIV/0!
Ceiling/Vents													#DIV/0!
Seat Frames													#DIV/0!
Seat Inserts													#DIV/0!
Windows													#DIV/0!
Sacrificial Windows													#DIV/0!
Doors													#DIV/0!
Floor													#DIV/0!
Gum													#DIV/0!
Stepwells													#DIV/0!
Interior Graffiti													#DIV/0!
Window Etching													#DIV/0!
External Cleanliness													#DIV/0!
External Graffiti													#DIV/0!
Wheels													#DIV/0!
Ext. Body Condition													#DIV/0!
Front/Rear Bumpers													#DIV/0!
Cleanliness Rating	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!



Rio Metro Warranty Tracking Spreadsheet

[illegible]



ACCIDENT/INCIDENT DOCUMENTATION FORM

This form should be filled out by a supervisor after any accident or incident in order to determine if a drug and alcohol test is required for the driver. The form should be filled out not only when a test is required, but as a method of documenting why a test was not required or performed.



Accident/Incident Documentation Form

Date of accident/incident: _____ Time of accident/incident: _____ Vehicle # _____ Operator #: _____

Location of accident/incident: _____

Description of accident/incident: _____

Employees (other people) involved in the accident/incident: _____

Witnesses: _____ Phone Number: _____

_____ Phone Number: _____

_____ Phone Number: _____

1. Was there loss of life as a result of the accident? Yes ☐ No ☐
2. Was medical treatment provided (away from the scene of the accident) as a result of the accident/incident? Yes ☐ No ☐
3. Was there disabling damage to any of the involved vehicles? Yes ☐ No ☐

If you answer yes to any of the above questions the FTA requires drug and alcohol testing.

- Was an alcohol test performed within 2 hours? Yes ☐ Date and Time: _____
No ☐ Why not? _____
- If no alcohol test occurred, and more than 8 hours elapsed from time of the accident. Please explain:

- Was a drug test performed within 32 hours? Yes ☐ Date & Time: _____
No ☐ Why not? _____

Can the covered employee(s)' conduct be completely discounted as contributing factor to the accident/incident?
Yes ☐ No ☐

If yes, the supervisor does not have to test the employee. However, document the reasoning for not testing the covered employee(s) involved. ***Note: You must always test in the event of a fatality.**

Was post-accident testing done under the company policy authority ☐ or FTA ☐?

Was law enforcement involved? Yes ☐ No ☐ If yes, Badge #: _____



Name of Law Enforcement Agency: _____

Notes: _____

Supervisor

Date



INCIDENT/INJURY REPORT FORM

This form should be completed by the driver when any **non-vehicular** incident or injury occurs. This injury could be minor or major and could involve passengers, employees, or even pedestrians in close proximity to the vehicle. Drivers should be required to fill this form out whether or not medical attention was required.



INCIDENT / INJURY REPORT FORM

DATE REPORT COMPLETED: _____

REPORT NO. _____

TIME REPORT COMPLETED: _____ AM _____ PM _____

DATE OF INCIDENT / INJURY: _____ TIME: _____ AM _____ PM _____ VEHICLE #: _____
(IF ON VEHICLE)

LOCATION: _____

NAME OF INJURED: _____ AGE: _____

DATE OF BIRTH: _____ OCCUPATION: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER / HOME: _____ TELEPHONE NUMBER / DAY: _____

WAS INCIDENT / INJURY REPORTED TO:

YES _____ NO _____

DRIVER

YES _____ NO _____

OFFICE STAFF

YES _____ NO _____

SUPERVISOR

YES _____ NO _____

POLICE

YES _____ NO _____

MEDICAL

YES _____ NO _____

OTHER: _____

DESCRIPTION OF ACCIDENT / INCIDENT:

INJURIES: _____

DID INJURED PERSON REQUIRE HOSPITAL TREATMENT? Yes ☐ No ☐

IF YES, NAME OF HOSPITAL: _____

HOW WAS INJURED TRANSPORTED? _____

IF AMBULANCE, NAME OF SERVICE: _____

IF HOSPITAL TREATMENT WAS NOT NECESSARY, DID INJURED RECEIVE MEDICAL TREATMENT AT DOCTOR'S OFFICE? Yes ☐ No ☐

NAME OF PERSON FILLING OUT REPORT: _____ DATE OF REPORT: _____

PRINTED

SIGNATURE OF PERSON FILLING OUT REPORT: _____

SIGNED



VEHICLE ACCIDENT REPORT FORM

This form should be filled out by the driver and/or supervisor when any transit vehicle is involved in an accident, regardless of the magnitude or seriousness of the accident. The need to fill out this form is not eliminated if law enforcement prepares an accident report. A copy of the law enforcement report should be attached to this form as a part of the documentation package.

VEHICLE ACCIDENT REPORT FORM

ABOUT THE ACCIDENT

Date of Accident _____ Time _____ A.M./P.M.

Were You: _____ Inbound _____ Outbound

Vehicle #: _____ Route #: _____ Driver: _____ Age: _____

Driver's ID No. _____ Address _____ Date of Birth _____

Location of Accident _____

Road Condition _____ Weather _____

At What Distance Did You Notice the Impending Accident _____ Feet

What Was Your Speed: _____ MPH What Was Your Speed at Impact: _____ MPH

Approximate Distance Traveled After Impact: _____ Feet

Did You Sound Horn: _____

No. of Passengers on Board at Time of Accident: _____

Point of Impact on Your Vehicle: _____

Damage to Your Vehicle Confined: _____

NARRATIVE (DESCRIPTION OF ACCIDENT)

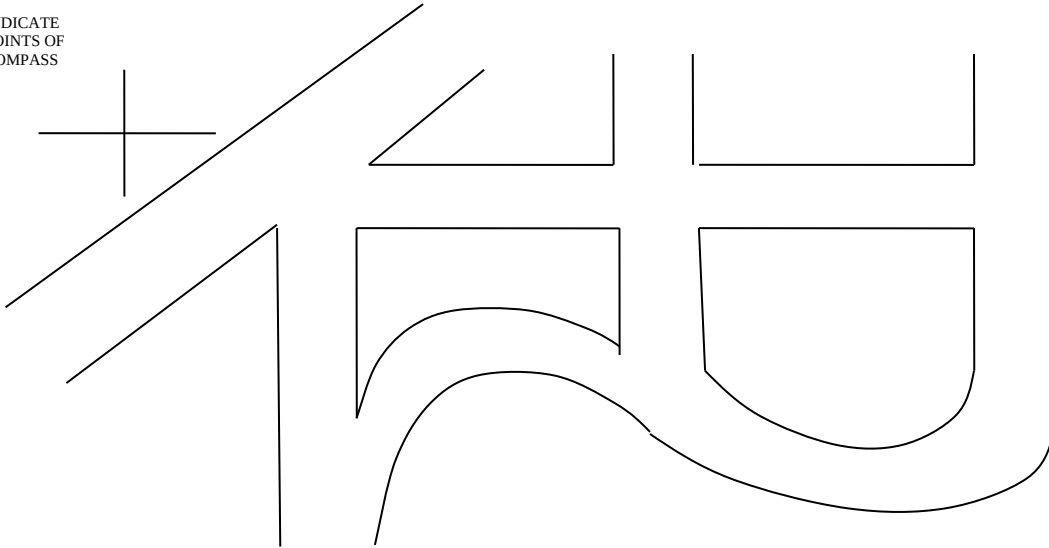
WITNESSES

_____ Name	_____ Address	_____ Phone #
_____ Name	_____ Address	_____ Phone #
_____ Name	_____ Address	_____ Phone #
_____ Name	_____ Address	_____ Phone #
_____ Name	_____ Address	_____ Phone #

SKETCH OF ACCIDENT SCENE

Please indicate on the diagram the position of vehicles, directions they were facing, traffic signal lights or stop signs, and other information which you deem pertinent.

INDICATE
POINTS OF
COMPASS



NOTE: IDENTIFY VEHICLES BY NUMBER WITH THE TRANSIT VEHICLE ALWAYS LABELED #1

ABOUT THE INJURIES

Was Anyone in Your Vehicle Injured? _____ Yes _____ No If yes, list below:

Name	Address	Taken to the Hospital?	
_____	_____	Yes	No
_____	_____	Yes	No
_____	_____	Yes	No
_____	_____	Yes	No

Was Anyone in The Other Vehicle Injuries? _____ Yes _____ No If yes, list below:

Name	Address	Taken to the Hospital?	
_____	_____	Yes	No
_____	_____	Yes	No
_____	_____	Yes	No

ABOUT THE SECOND VEHICLE, PEDESTRIAN OR PROPERTY

Year _____ Make _____ Type _____ Color _____ License Plate No. _____ State _____ Inbound _____ Outbound _____

Driver or Pedestrian's Name _____

Address _____ City _____ State _____ Age _____

Owner's Name _____ Address _____

City _____ State _____

Insurance Number _____ Company _____

Agent _____

Point of Impact _____

Damage to His/Her Vehicle _____

What Did Driver Say _____

Approximate Distance Vehicle Traveled After Impact: _____ FT Number of Passengers in Vehicle: _____

Did Police Investigate _____ Department _____

ABOUT THE THIRD VEHICLE, PEDESTRIAN OR PROPERTY

Year _____ Make _____ Type _____ Color _____ License Plate No. _____ State _____ Inbound _____ Outbound _____

Driver or Pedestrian's Name _____

Address _____ City _____ State _____ Age _____

Owner's Name _____ Address _____

City _____ State _____

Insurance Number _____ Company _____

Agent _____

Point of Impact _____

Damage to His/Her Vehicle _____

What Did Driver Say _____

Approximate Distance Vehicle Traveled After Impact: _____ FT Number of Passengers in Vehicle: _____

Did Police Investigate: Yes ☐ No ☐ Law Enforcement Agency: _____

Signature of Person Preparing This Report: _____ Date: _____

Signature of Person Receiving This Report: _____

IF MORE THAN THREE VEHICLES, PEDESTRIANS OR PROPERTIES ARE INVOLVED ATTACH ADDITIONAL COPIES OF THIS PAGE

Award: FY2021 5310 Large Urban
Current Funding: FY2023 5310 Large Urban
Contract: MO1831/2
Federal Amount: \$569,220
Match Rate: 100%
Notes: Award originally for 6 Glaval Universal; now 3 Arboc

New Bus #	VIN	Location	BOC Date	Date Delivered	Model	Federal (Charge to Grant)	Local	Total Cost	Bus to be Replaced	VIN	Location	Original Funding	BlackCat Project
1005	1HA6GUB75PN016047	Sandoval	5/15/2023	7/12/2024	Arboc SOF	\$ 206,481.00	\$ -	\$ 206,481.00	712	1FD FE4FS3CDA19257	Sandoval	5309	BCG0002538
1006	1HA6GUB78PN016057	Sandoval	5/15/2023	7/12/2024	Arboc SOF	\$ 206,481.00	\$ -	\$ 206,481.00	714	1FD FE4FS7CDA19262	Sandoval	5309	BCG0002540
1007	1HA6GUB70PN016070	Sandoval	5/15/2023	7/12/2024	Arboc SOF	\$ 156,258.00	\$ 50,223.00	\$ 206,481.00	717	1FD FE4FS1CDA47526	Sandoval	5310-LU	BCG0002541
Remaining Balance:						\$ 569,220.00	\$ 50,223.00	\$ 619,443.00					

Award: FY2023 5310 Large Urban
Current Funding: FY2023 5310 Large Urban
Contract: MO1831/2
Federal Amount: \$154,400
Match Rate: 80/20
Notes: Award originally for 1 Arboc; no change

New Bus #	VIN	Location	BOC Date	Date Delivered	Model	Federal (Charge to Grant)	Local	Total Cost	Bus to be Replaced	VIN	Location	Original Funding	BlackCat Project
1008	1HA6GUB75PN016081	Sandoval	5/15/2023	7/12/2024	Arboc SOF	\$ 154,400.00	\$ 52,081.00	\$ 206,481.00	711	1FD FE4FS1CDA19256	Sandoval	5309	BCG0001603
Remaining Balance:						\$ 154,400.00	\$ 52,081.00	\$ 206,481.00					

Award: FY2023 5339 Rural
Current Funding: FY2023 5339 Rural
Contract: MO1831/2
Federal Amount: \$214,400
Match Rate: 80/20
Notes: Award originally for 1 Arboc and 1 Braun Entervan; now 2 Starcraft

New Bus #	VIN	Location	BOC Date	Date Delivered	Model	Federal (Charge to Grant)	Local	Total Cost	Bus to be Replaced	VIN	Location	Original Funding	BlackCat Project
1009	1FD FE4FN3RDD43795	Valencia	10/10/2024	2/7/2025	Starcraft Allstar	\$ 107,200.00	\$ 35,398.00	\$ 142,598.00	746	1FD FE4FS6GDC07177	Valencia	5310-SU	BCG0001604
1011	1FD FE4FN5RDD45094	Valencia	10/10/2024	2/7/2025	Starcraft Allstar	\$ 107,200.00	\$ 35,398.00	\$ 142,598.00	752	1FD FE4FS3GDC07184	Valencia	5311	BCG0001605
Remaining Balance:						\$ 214,400.00	\$ 70,796.00	\$ 285,196.00					

Award: FY2024 5339 Rural
Current Funding: FY2024 5339 Rural
Contract: MO1831/2
Federal Amount: \$499,545.60
Match Rate: 80/20
Notes: Award originally for 3 Arboc; now 3 Starcraft and **deobligate remaining balance back to NMDOT**

New Bus #	VIN	Location	BOC Date	Date Delivered	Model	Federal (Charge to Grant)	Local	Total Cost	Bus to be Replaced	VIN	Location	Original Funding	BlackCat Project
1012	1FD FE4FN3RDD45045	Valencia	10/10/2024	2/7/2025	Starcraft Allstar	\$ 114,078.40	\$ 28,519.60	\$ 142,598.00	756	1FD FE4FS0GDC07188	Valencia	5339	BCG0001803
1013	1FD FE4FN3RDD45109	Valencia	10/10/2024	2/7/2025	Starcraft Allstar	\$ 114,078.40	\$ 28,519.60	\$ 142,598.00	735	1FD FE4FS7BDB05248	Valencia	5311	BCG0001801
1015	1FD FE4FN3RDD45790	Valencia	10/10/2024	2/7/2025	Starcraft Allstar	\$ 114,078.40	\$ 28,519.60	\$ 142,598.00	739	1FD FE4FSXCDB30467	Valencia	5309	BCG0001802
						\$ 342,235.20	\$ 85,558.80	\$ 427,794.00					
Remaining Balance:						\$157,310.40	deobligate						

Award: FY2025 5310 Large Urban
Current Funding: FY2025 5310 Large Urban
Contract: MO1961
Federal Amount: \$174,784.80
Match Rate: 80/20
Notes: Award originally for 1 Arboc; now 2 Starcraft

New Bus #	VIN	Location	BOC Date	Date Delivered	Model	Federal (Charge to Grant)	Local	Total Cost	Bus to be Replaced	VIN	Location	Original Funding	BlackCat Project	
1010	1FD FE4FN5RDD45113	Sandoval	10/10/2024	2/7/2025	Starcraft Allstar	\$ 87,392.40	\$ 51,614.60	\$ 139,007.00	713	1FD FE4FS5CDA19258	Sandoval	5309	BCG0002122	
1014	1FD FE4FN2RDD46297	Sandoval	10/10/2024	2/7/2025	Starcraft Allstar	\$ 87,392.40	\$ 51,614.60	\$ 139,007.00	716	1FD FE4FS2CDA47521	Sandoval	5310	New	
						\$ 174,784.80	\$ 103,229.20	\$ 278,014.00						
Remaining Balance:						\$ -								

Award: FY2025 5339 Rural
Current Funding: FY2025 5339 Rural
Contract: MO1961
Federal Amount: \$349,569.60
Match Rate: 80/20
Notes: Award originally for 2 Arboc; now likely 3 Glaval Universals

New Bus #	VIN	Location	BOC Date	Date Delivered	Model	Federal (Charge to Grant)	Local	Total Cost	Bus to be Replaced	VIN	Location	Original Funding	BlackCat Project
TBD		Valencia			Glaval Universal	\$ -	\$ -	\$ -	747	1FD FE4FS8GDC07178	Valencia	5310-SU	BCG0002114
TBD		Valencia			Glaval Universal	\$ -	\$ -	\$ -	748	1FD FE4FSXGDC07179	Valencia	5310-SU	BCG0002115
TBD		Valencia			Glaval Universal	\$ -	\$ -	\$ -	755	1FD FE4FS9GDC07187	Valencia	5339	New
						\$ -	\$ -	\$ -					
Remaining Balance:						\$349,569.60							

Award:

FY2026 5310 Large Urban

Rio Metro has two vehicles in Sandoval County (ABQ Large Urban area) that have reached their 8-year useful life in 2025, but are relatively low mileage.

Current Funding:

FY2026 5310 Large Urban

Instead of replacing them, Rio Metro will transfer these vehicles to the Valencia County small urban/rural area, retire two higher mileage vehicles in

Contract:

TBD

Valencia County, and then purchase two new vehicles for Sandoval.

Federal Amount:

\$216,000.00

Match Rate:

80/20

Notes:

Award originally for 2 Starcraft Allstars; now likely 2 Glaval Universals

New Bus #	VIN	Location	BOC Date	Date Delivered	Model	Federal (Charge to Grant)	Local	Total Cost	Bus to be Replaced	VIN	Location	Original Funding	BlackCat Project
TBD					Glaval Universal	\$ -	\$ -	\$ -	750	1FD FE4FS8GDC07181	Valencia	5310-SU	BCG0002506
TBD					Glaval Universal	\$ -	\$ -	\$ -	749	1FD FE4FS6GDC07180	Valencia	5310-SU	BCG0002507
Remaining Balance:						\$ -	\$ -	\$ -					

Award:

FY2026 5339 Rural

Current Funding:

FY2026 5339 Rural

Contract:

TBD

Federal Amount:

\$108,000.00

Match Rate:

80/20

Notes:

Award originally for 1 Starcraft Allstar; now likely 1 Glaval Universal

New Bus #	VIN	Location	BOC Date	Date Delivered	Model	Federal (Charge to Grant)	Local	Total Cost	Bus to be Replaced	VIN	Location	Original Funding	BlackCat Project
TBD		Valencia			Glaval Universal	\$ -	\$ -	\$ -	761	1FD FE4FS5HDC51463	Valencia	5311	BCG0002371
Remaining Balance:						\$ -	\$ -	\$ -					

Application:

FY2027 5310 Small Urban

Current Funding:

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Contract:

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Federal Amount:

\$405,184.80

Match Rate:

80/20

Notes:

Request for 3 Glaval Universals

New Bus #	VIN	Location	BOC Date	Date Delivered	Model	Federal (Charge to Grant)	Local	Total Cost	Bus to be Replaced	VIN	Location	Original Funding	BlackCat Project
TBD		Valencia			Glaval Universal	\$ -	\$ -	\$ -	741	1FD FE4FS2DDA09353	Valencia	5309	BCG0002623
TBD		Valencia			Glaval Universal	\$ -	\$ -	\$ -	736	1FD FE4FS2CDB30463	Valencia	5309	BCG0002624
TBD		Valencia			Glaval Universal	\$ -	\$ -	\$ -	745	1FD FE4FSXGDC07182	Valencia	5310	BCG0002625
Remaining Balance:						\$ -	\$ -	\$ -					

Application: FY2027 5339 Rural
Current Funding: --
Contract: --
Federal Amount: \$405,184.80
Match Rate: 80/20
Notes: Request for 3 Glaval Universals

New Bus #	VIN	Location	BOC Date	Date Delivered	Model	Federal (Charge to Grant)	Local	Total Cost	Bus to be Replaced	VIN	Location	Original Funding	BlackCat Project
TBD		Valencia			Glaval Universal	\$ -	\$ -	\$ -	762	1FD FE4FS7HDC51464	Valencia	5311	BCG0002626
TBD		Valencia			Glaval Universal	\$ -	\$ -	\$ -	740	1FD FE4FS6DDA09355	Valencia	5309	BCG0002627
TBD		Valencia			Glaval Universal	\$ -	\$ -	\$ -	751	1FD FE4FS1GDC07183	Valencia	5311	BCG0002628
Remaining Balance:						\$ -	\$ -	\$ -					

