



San Miguel Authority for Regional Transportation
 Board of Directors Meeting Agenda
 Thursday October 12th, 2023
 3 p.m.

This meeting will be held virtually:
 Please join the meeting from your computer, tablet or smartphone.

<https://us02web.zoom.us/j/87086540091?pwd=UHVNVWFDSWZNBUIY2NFQBS1ZGOWRVQT09>

Meeting ID: 870 8654 0091

Passcode: 073262

One tap mobile

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+16699009128,,87086540091#,,,,*073262# US (San Jose)

Item No.	Presenter	Item Type	Topic	Packet Page	Time (minutes)
1.	-	-	Public Comment	-	5
2.	Board	Meeting Resolution	Resolution 2023-21, Part 1a, regarding the Review and Approval of the October 12th, 2023, Agenda and Consent Items and Part 1b, regarding the Review and Approval of the September 14 th , 2023 Meeting Minutes	5	5
3.	Averill/Distefano	Action	Resolution 2023-22 Approving the Selection of San Juan Mountain Ventures, DBA Telluride Express, for the Purpose of Providing Contracted Transit Operations	6	20
4.	Averill	Discussion	DRAFT FY24 Budget discussion	172	30
5.	Distefano	Report	October Operations Update	178	10
6.	All	Report	Round Table Updates and Reports	-	5

GLOSSARY

5304	FTA program funding for multimodal transportation planning (jointly administered with FHWA) in metropolitan areas and States
5311	FTA program funding for rural and small Urban Areas (Non-Urbanized Areas)
5339	FTA program funding for buses and bus facilities
AAC	SMART Administrative Advisory Committee
ADA	Americans with Disabilities Act of 1990
AIS	Agenda Item Summary
CAAA	Clean Air Act Amendments of 1990 (federal)
CAC	SMART Community Advisory Committee
CDOT	Colorado Department of Transportation
CMAQ	Congestion Mitigation and Air Quality (a FHWA funding program)
DBE	Disadvantaged Business Enterprise
DOT	(United States) Department of Transportation
DTR	CDOT Division of Transit & Rail
FAST ACT	Fixing America's Surface Transportation Act (federal legislation, December 2015)
FASTER	Funding Advancements for Surface Transportation and Economic Recovery (Colorado's S.B. 09-108)
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY	Fiscal Year (October – September for federal funds; July to June for state funds; January to December for local funds)
FFY	Federal Fiscal Year
HOV	High Occupancy Vehicle
HUTF	Highway Users Tax Fund (the State's primary funding source for highways)
IGA	Inter-Governmental Agreement
ITS	Intelligent Transportation Systems
LRP or LRTP	Long Range Plan or Long Range Transportation Plan
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
NAA	Non-Attainment Area (for certain air pollutants)
NAAQS	National Ambient Air Quality Standards
NEPA	National Environmental Policy Act
PPP (also P3)	Public Private Partnership
R3 or R5	Region 3 or Region 5 of the Colorado Department of Transportation
RPP	Regional Priority Program (a funding program of the Colorado Transportation Commission)
RSH	Revenue Service Hour
RSM	Revenue Service Mile
RTP	Regional Transportation Plan
SOV	Single Occupant Vehicle
STAC	State Transportation Advisory Committee
STIP	Statewide Transportation Improvement Program
TA (previously TAP)	Transportation Alternatives program (a FHWA funding program)
TC	Transportation Commission of Colorado
TIP	Transportation Improvement Program
Title VI	U.S. Civil Rights Act of 1964, prohibiting discrimination in connection with programs and activities receiving federal financial assistance
TPR	Transportation Planning Region (state-designated)
TRAC	Transit & Rail Advisory Committee (for CDOT)
VMT	Vehicle Miles Traveled



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**San Miguel Authority for Regional Transportation
Board of Directors Meeting September 14th, 2023 Regular Meeting
Virtual meeting minutes**

Member Directors Present: Town of Mountain Village – Tucker Magid, Patrick Berry. San Miguel County: Lance Waring. Town of Telluride – Meehan Fee. Town of Rico – Joe Dillsworth

Staff Present: David Averill, Kari Distefano, (SMART).

The meeting was called to order at 3:02 p.m.

Item 1: Public Comment

No public comment was offered.

Item 2: Resolution 2023-19, Part 1a, regarding the Review and Approval of the September 14th, 2023 Agenda and Consent Items and Part 1b, regarding the Review and Approval of August 10th, 2023 Meeting Minutes.

Tucker Magid moved to adopt Resolution 2023-19, parts 1a and 1b.
Joe Dillsworth seconded the motion.

A unanimous vote approved the motion.

Item 3: Resolution 2023-20: Acceptance of FY22 Financial Audit and Report Averill presented the audited financial statements and report to the Board. No questions or concerns were voiced so the audit report was accepted as presented.

Patrick Berry moved to adopt Resolution 2023-20
Meehan Fee seconded the motion.

A unanimous vote approved the motion.

Item 4: FY24 Preliminary Budget Discussion

Averill sought guidance from the Board on revenue assumptions and other items to inform the development of the FY24 budget. Topics such as sales tax revenue forecasting, an increase in property tax revenues, RETA, and other items were discussed. Averill will bring a DRAFT FY24 budget to the Board for a continuing discussion at the October meeting.

Item 5: September Operations Report

Distefano presented the September '23 Operations Report. Updates included an update on the Meadows Trail underpass design project, a transit propensity analysis for Montrose and Ridgway, and monthly ridership.

Item 6: Executive Directors Report

Averill gave updates on gondola transition planning activities, an employee housing opportunity, and a vehicle delivery.

Item 7: Round Table Updates and Reports

The meeting was adjourned at 3:55 p.m.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION EVIDENCING ACTIONS TAKEN AT ITS OCTOBER 12TH, 2023 REGULAR MEETING

RESOLUTION NO. 2023-21

RECITALS:

WHEREAS, the San Miguel Authority for Regional Transportation (“SMART”) was approved by the registered electors of the Town of Telluride, Town of Mountain Village, and that portion of the SMART combination that are within that part of the SMART boundaries located within unincorporated San Miguel County, pursuant to the Colorado Regional Transportation Authority Law, C.R.S. Title 43, Article 4, Part 6, at the general election held on November 8, 2016; and

WHEREAS, SMART is governed by the Colorado Regional Transportation Authority Law and SMART Intergovernmental Agreement (“SMART IGA”) conditionally approved by each of the governing bodies of the Town of Telluride, Town of Mountain Village, San Miguel County and the Town of Rico, and with the approval of the registered electors of those jurisdictions; and

WHEREAS, the Board held a regular meeting on October 12th, 2023; and

WHEREAS, Section 3.09 of the SMART IGA requires all actions of the Board to be taken by written resolution; and

WHEREAS, the Board desires to take action on certain items set forth below in accordance with the SMART IGA.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION AS FOLLOWS:

1. At its October 12th, 2023~~2023~~ regular meeting the Board took action on the following:
 - a. Approval of the October 12th, 2023, meeting agenda (Exhibit A)
 - b. Approval of the Board meeting minutes for the September 14th, 2023, regular meeting (Exhibit B)

ADOPTED AND APPROVED BY THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION AT A REGULAR PUBLIC MEETING THIS OCTOBER 12TH, 2023.

Joe Dillsworth, Board Chair

ATTEST:

David Averill, Executive Director

AGENDA ITEM SUMMARY (AIS)

San Miguel Authority for Regional Transportation



Meeting Date	Agenda Item	Submitted By
October 12 th , 2023	3	D.Averill
Objective/Requested Action		
Action is requested by the Board to approve entering into an agreement with San Juan Mountain Ventures, LLC (DBA Telluride Express) for the provision of contracted transit operations and maintenance.		Report Work Session Discussion X Action
Key Points		
SMART issued RFP 2023-2 on June 9 th , 2023, requesting proposals from qualified firms for contracted transit operations and maintenance in support of its fixed route bus services. In response to the RFP, SMART received one proposal from San Juan Mountain Ventures, LLC (DBA Telluride Express).		
Committee Discussion		
NA		
Supporting Information		
NA		
Fiscal Impact		
The fiscal impact of contracting for service on the SMART transit routes is expected to be approximately \$1,057,000 in year one of the operating contract, with increases in future years indexed to the CPI-U for the Denver-Aurora-Lakewood MSA.		
Advantages		
Telluride Express has proven to be a valuable partner to SMART over the previous contracting period. Continuing our contractual relationship with them for the operation and maintenance of SMART fixed routes will ensure that SMART can continue to offer safe, reliable, and cost-effective service for our customers.		
Disadvantages		
None noted.		
Analysis/Recommendation(s)		
A fixed price of \$100.76 per Revenue Service Hour (RSH) is commensurate with our peer agencies around the state. To make this assessment, staff pulled National Transit Database operating cost information for 2021 (the most current year available) and applied inflationary factors to the price per reported RSH by the Gunnison Valley RTA, Crested Butte Mountain Express, Steamboat Springs Transit, the Roaring Fork Transportation Authority (RFTA), the Town of Breckenridge, Summit County, Eagle County (now Eagle County RTA), the Town of Telluride, the Town of Winter Park, the Town of Avon, and the Town of Snowmass Village. The average costs per RSH for providing service in these areas was \$116.04 in 2021. After inflation is applied, this average cost per RSH at our peer agencies is forecasted to be approximately \$137.00. Given these comparable costs for our peer agencies staff feels that the rate of \$100.76 per RSH is a fair market rate and therefore recommends that SMART enter into a new contract with Telluride Express to continue to provide fixed route operations and maintenance for its fixed route services.		
Attachments		
Attachment A – SMART RFP 2023-2 Attachment B – San Juan Mountain Ventures LLC, proposal Attachment C – Proposed contract and Exhibits		



RFP #2023 – 002
REGIONAL TRANSIT OPERATIONS and MAINTENANCE SERVICES

Anticipated Timeline:

RFP ISSUE date:	6/9/2023 at 8:30 AM MDT
Pre-Proposal Information Meeting	6/19/2023 at 10:00 AM MDT
Final Date for Questions:	6/23/2023 by 2:00 PM MDT
Final posting of Official Answers/Final Addendum:	6/30/2023 by 4:00 PM MDT
Proposal Due Date	7/21/2023 by 4:00 PM MDT
Oral Interviews (if necessary)	8/7/2023 TBD
Anticipated Notice of Intent to Award	9/15/2023 by 8:00 AM
Anticipated Service to Start Date	11/1/2023 6:00 AM

Project Manager: David Averill, SMART Executive Director

Email: David.averill@smarttelluride.com

Phone: (970) 239-6034

Project Contact: Kari Distefano, SMART Operations Manager

Phone: (970) 708-7606

Email: Kari.distefano@smarttelluride.com

Please copy both David Averill and Kari Distefano on all email correspondence.

TABLE OF CONTENTS

Section I - Acronyms, Abbreviations and Definitions	
1.1 Acronyms and Abbreviations	5
1.2 Definitions	6
Section II – General Information	
2.1 Purpose of Request for Proposals	8
2.2 Background Information	9
2.3 Role San Miguel Authority for Regional Transportation (SMART)	9
2.4 Budget	9
2.5 Terms of Contract	9
2.6 Funding	10
2.7 Federal Participation in Contract	10
2.8 Restrictions on Communications with SMART and Related Parties	10
2.9 Contact Information	10
2.10 Pre-proposal Information Meeting	11
2.11 Questions	11
2.12 Disadvantaged Enterprise (DBE) Participation	12
2.13 Small Business Participation	13
2.14 Proposer Conflict of Interest	13
Section III – Proposal Conditions	
3.1 Backgrounds and Reference Documents	14
3.2 Amendments to the Solicitation	14
3.3 Propriety Information/Public Disclosure	14
3.4 Reserved Rights	15
3.5 Ethical Standards	16
3.6 Contract	17
3.7 Responsibility for Compliance with Legal Requirements	17
3.8 Period that Proposals Remain Valid	17
3.9 Proposal Withdrawal Prior to the Submission Deadline	18
3.10 SMART’s Right to Request Additional Information	18
3.11 Proposal Preparation Costs	18
Section IV – Proposal Requirements	
4.1 Deadline for Submission of Proposals/Late Proposals	18
4.2 Method of Delivery	18
4.3 Form and Format of Proposals	18
Section V – Contents of a Complete Proposal	
5.1 Proposal Letter	19
5.2 Technical Proposal	19
5.3 Price Proposal	24
5.4 Required Attachments	25
5.5 Financial Capacity	25
5.6 Litigation History	25
Section VI – General Contract Provisions	
6.1 Contract Provisions	25

Section VII – Proposal Evaluation Process	
7.1 Determination of Responsiveness	26
7.2 Evaluation of Proposals	26
7.3 Proposal Evaluation Criteria	27
Section VIII – Appeal of Awards	
8.1 Resolution of Complaints and Protests Prior to Award	28
8.2 Protests After Award	28
8.3 Form and Content	29
Section IX – Scope of Services	
9.1 Anticipated Revenue Service Hours	30
9.2 Paratransit	32
9.3 Delays and Route Deviations	32
9.4 Service Changes	32
Section X – Labor and Personnel in General	
10.1 Personnel	34
10.2 Wages and Benefits	34
10.3 Minimum Requirements for Employee Training	35
Section XI - Revenue Vehicles	
11.1 In General	36
11.2 Preventive Maintenance Program	38
11.3 Routine Maintenance Program	39
11.4 On-Board Technologies	39
11.5 Tires	39
11.6 Pre-Trip and Post Trip Inspections	40
11.7 Out of Service Requirements	40
11.8 Vehicle Servicing	41
11.9 Body Damage	42
11.10 Emissions Control Program	42
11.11 Vehicle Commissioning and Decommissioning	42
Section XII – Fuel and Fueling	
12.1 In General	43
12.2 Contractor Responsibility	43
12.3 Vehicles	43
Section XIII – Customer Service	
13.1 Customer Service and Relations	44
13.2 Complaints and Inquiries	44
13.3 Marketing	45
13.4 Media Relations	45
Section XIV – Safety, Security and Emergency Management	
14.1 In General	45
14.2 Chief Safety Office	45
14.3 Emergency Planning and Response	45
Section XV – Fare Collection and Management	
15.1 Fare Collection	46
15.2 Revenue Management and Security	46

Section XVI – Performance Standards	
16.1 Performance Standards	46
16.2 Incentives and Liquidated Damages	47
Section XVII - Management Plan and Reporting Requirements	
17.1 In General	49
17.2 Electronic Document Management System	49
17.3 Management Plans	49
17.4 Reports	51
17.5 Retention of and Access to Records	51
Section XVIII - Insurance	
18.1 Forms and Amounts	51
18.2 Additional Provisions	52
Section XIX	
19.1 Transition Plan	53
19.2 Status, Audit and Repair of Revenue Vehicles and Equipment	53
19.3 Allowance for Transition and Start up	54
19.4 Start of Service	55
Exhibits	
Exhibit 1 – Uniform Guidance Contract Clauses for Federal Funding	
Exhibit 2 – Standard Clauses of FTA Contracts	
Exhibit 3 – Bid Form	
Exhibit 4 – Schedule for Reporting	

Section I. Acronyms, Abbreviations and Definitions

1.1 ACRONYMS AND ABBREVIATIONS

ADA	Americans with Disabilities Act
ASE	National Institute for Automotive Service Excellence
AVL	Automated Vehicle Location
BAFO	Best and Final Offer
CAD	Computer Aided Dispatch
CBA	Collective Bargaining Agreement
CFR	Code of Federal Regulations
COOP	Continuity of Operations Plan
CMMS	Computerized Maintenance Management System
DBE	Disadvantaged Business Enterprise
SMART	San Miguel Authority for Regional Transportation
EEO	Equal Employment Opportunity
EPA	US Environmental Protection
FEMA	Federal Emergency Management Administration
FTA	Federal Transit Administration
HVAC	Heating Ventilation and Air Conditioning
ICS	Incident Command System
ITAM/CS	IT Asset Management/Cyber Security
KPS	Key Performance Standard
NTD	National Transit Database
NTP	Notice to Proceed
OEM	Original Equipment Manufacturer
SMF	SMART Maintenance Facility
OSHA	Occupational Safety and Health Administration
PA	Passenger Announcements
PDF	Portable Document Format
PM	Preventive Maintenance
PMI	Preventive Maintenance Inspection
RFID	Radio Frequency Identification
RFP	Request for Proposal
SMS	Safety Management System
SOP	Standard Operating Procedure
TPMS	Tire Pressure Monitoring System
UCP	Uniform Certification Program
USDOT	United States Department of Transportation
VIN	Vehicle Identification Number

1.2 DEFINITIONS

Agreement or Contract means the binding Transit System Operations and Maintenance Services Contract entered into between SMART and Proposer resulting from this RFP, as applicable.

Approved Equal means an alternative component or process that meets or exceeds OEM standards submitted by the Proposer and approved by SMART.

Authority Having Jurisdiction means an organization, office, or individual responsible for enforcing the requirements of a code, plan, or standard, or for approving equipment, materials, an installation, or a procedure.

Automatic Reopener means an event that shall trigger negotiation of economic or non-economic terms of this Contract at the request of either party.

Budgeted or Anticipated Service Hours means the number of Revenue Service Hours forecasted by SMART in a fiscal year.

Bus Operator(s) means Proposer Personnel who drive a Revenue Service Vehicle.

Business Day means Monday through Friday excluding SMART- recognized holidays.

SMART means the San Miguel Authority for Regional Transportation, a political subdivision of the State of Colorado.

Day(s) means calendar days unless otherwise specified in the Contract as a Business Day.

Deadhead (miles and hours) The miles and hours traveled in SMART vehicles when out of revenue service. Deadhead includes:

- Leaving or returning to the garage or yard facility
- Changing routes
- When there is no expectation of carrying revenue passengers.

Deadhead does not include travel time by drivers to get to and from route origins.

Disadvantaged Business Enterprise has the meaning described in 49 Code of Federal Regulations (CFR) Part 26.

Discretionary Reopener means an event that may trigger negotiation of economic or non-economic terms of this Contact upon request of the Proposer and the discretion of SMART.

SMART Project Manager means the person appointed by the SMART Executive Director to administer the Contract.

Evaluation Committee means those individuals appointed by the SMART Executive Director to review and evaluate Proposals.

Equipment means assets used for communications, fare collection, maintenance, and security, as well as office furniture, IT hardware/software, facility equipment, power, and electricity distribution, and all other tangible or intangible assets that have useful lives over one year.

Capital Equipment consists of assets that are semi-permanent and integrated into larger assets, can be removed, or replaced as needed and usually have a shorter life than that of the larger asset. Equipment includes fixed equipment such vehicle lifts, fueling equipment, storage tanks (except fuel storage), elevators, escalators, and vehicle washers.

Experience Modification Rating means the rating by the National Council on Compensation Insurance (NCCI) or an Authority Having Jurisdiction over a state’s workers compensation program.

Fare Change means any fare change that would affect at least twenty-five percent (25%) of the system- wide passenger boardings.

Fixed Route Service means SMART bus services operating predominately within the SMART service area on an established routes and schedules established by SMART.

Good Faith Efforts are steps taken to achieve the Contract Goal which, by their scope, intensity and usefulness, demonstrates the Proposer’s responsiveness to fulfill the designated objective.

Initial Contract Term means the five-year period beginning on the date of execution of the Contract by SMART.

Include (and all its forms), wherever used in the RFP, the word including, include, or included shall be deemed to be followed by the words “without limitation.”

Key Personnel means the personnel that are listed in Section 5.2.2 of the RFP.

Liquidated Damages means the damages as may accrue and be due and payable by Proposer to SMART under the Contract for failure to meet the Performance Standards.

Major Service Change means a service change that would affect at least twenty-five percent (25%) of the system-wide passenger boardings or reduce at least twenty-five percent (25%) of the system-wide route miles or reduce at least twenty-five percent (25%) of the system-wide hours of revenue service.

Minor Service Change means any service change recommendation that would affect fewer than 150 passenger boardings, but up to twenty-five percent (25%) of a route’s passenger boardings or up to twenty-five percent (25%) of a route’s route miles or up to twenty-five percent (25%) of a route’s hours of revenue service.

National Transit Database means the reporting system of the Federal Transit Administration that collects public transportation financial and operating information.

Notice of Intent to Award means a determination by the Evaluation Committee and communicated by the Issuing Officer that a Proposer is most likely to be awarded the Contract and that, subject to further negotiation with the intended awardee, will be recommended to the SMART Board of Directors for award.

Offer or Proposal means a proposal submitted to SMART pursuant to this RFP.

Proposer or Proposer means a respondent or potential respondent to this RFP.

Operations & Maintenance Facility means the operations and maintenance facility at which the vehicles will be maintained. SMART does not currently have a facility; however, SMART is in the process of renovating the facility at 137 Society Drive to accommodate some maintenance activities.

Operational Service Change means a temporary detour route; establishing or amending operating standards, procedures, and practices; additional, relocation, or elimination of bus stops; or other changes to services not described as Major or Minor Service Changes.

Oral Interview means a presentation by a Proposer for potential award of the Contract.

Passenger Facility means the Lawson Hill Intercept lot and all other SMART bus stops.

Performance Standards means the performance criteria that the Proposer is required to meet as set forth in Section 16 of this RFP.

Police Officer means sworn personnel of any jurisdiction in which SMART operates.

Proposal Appendix (or Appendices) means a part of the Offer not included in the page-limited main body of the Technical or Price Proposal but required to be submitted by the Proposer.

Reference Document means a document that shall be relied upon by the Proposer in making its proposal and shall be included in the Contract, for example, a Reference Document could indicate the number, type, mileage, and condition of the fleet as of the Setting Date.

Renewal Term means either the first or second year following the Initial Contract Term, if exercised by SMART.

Request for Proposal means this Transit System Operations and Maintenance RFP and any addenda thereto.

Revenue Service or Revenue Hour means when a Revenue Vehicle is in service, available to the public, and there is an expectation of carrying passengers.

Revenue Vehicle means rolling stock used by the Proposer to provide Revenue Service.

Service and/or Support Vehicle means vehicles other than Revenues Vehicles that are used by Proposer to perform the Services.

Services means all the services, obligations, and duties that the Proposer is required to perform pursuant to the Contract and all the Proposer's duties to SMART that arise out of the Contract.

Setting Date means the date on which the Proposals are due to SMART.

Start of Service date means November 1st, 2023, or as other day agreed to by the parties.

Succeeding Proposers means the party chosen by SMART to provide transit operations and maintenance service to SMART upon expiration or termination of the existing contract.

Section II. General Information

2.1 PURPOSE OF REQUEST FOR PROPOSALS

The San Miguel Authority for Regional Transportation, (hereinafter referred to as SMART), is a Regional Transportation Authority serving communities in San Miguel County, Dolores County, Montrose County and Ouray County. The purpose of this Request for Proposals (RFP) is to elicit competitive proposals from qualified firms with experience operating and maintaining fixed route transit services to assist SMART with providing transportation to these communities. These services will be sought in accordance with relevant Federal Transit Administration (FTA) and State of Colorado Department of Transportation (CDOT) requirements and regulations, as well as local rules and regulations in the locales where SMART service is located.

The selected Transit Operator and Maintenance Service provider will provide full operation and maintenance services to SMART's fixed route transit system. SMART currently provides service on eight routes. The Nucla/Naturita route provides transit service to the communities of Nucla, Naturita, Redvale,

Norwood, Placerville, Telluride, and communities on the way. The Norwood route provides transit service to Norwood, Placerville, Telluride and communities on the way. The Down Valley route provides service to Placerville, Two Rivers and communities along the way. The Rico route provides service to Rico and Telluride and communities along the way. The Lawson Hill route provides service between the Lawson Hill Subdivision and Telluride with stops along the way. The Lawson Hill/Mountain Village route provides service between the Lawson Hill Subdivision and the Mountain Village. The Offseason and the Offseason Express routes provide service between Telluride and the Mountain Village when the gondola is closed for maintenance in the spring and the fall. Maps and a full description of schedules are included as exhibits at the end of this document.

2.2 BACKGROUND INFORMATION

SMART is a Regional Transportation Authority as defined under Colorado Statute. SMART was formed in November of 2016 by a vote of the residents of Telluride, Mountain Village, and the Telluride R-1 School District in San Miguel County. Rico, in Dolores County, was added in January of 2020. SMART is primarily funded by a .25 cent sales tax and .75 mil levy collected in these jurisdictions.

2.3 ROLE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION (SMART)

SMART will provide a general oversight function in the administration of the service contracts awarded pursuant to this RFP. Accordingly, proposers will be expected to provide detailed and day-to-day management of the services they provide. SMART is, however, charged with the overall responsibility that transportation services be provided in a safe, legal, equitable, efficient, and demand-responsive manner. Therefore, its oversight efforts will be focused accordingly. SMART is also responsible for financial accounting and reporting to appropriate government agencies of all income and expenses pertinent to provision of these transportation services. Therefore, the accounting of all transportation service income in the form of loans, grants, sales tax revenues, and service fees, and all service-related expenses incurred by the providers will be furnished to SMART on a regular basis in a form acceptable to SMART. Further, to assist in this accounting, and to the maximum extent practically feasible, all income to the transportation service program in the form of grants, loans, operating subsidies, sales tax revenues, and service fees will be received by SMART and disbursed to the appropriate service provider. The only exception to this provision is that SMART will require the service provider to collect a fare to be set by SMART.

2.4 BUDGET

SMART has estimated that its budgeted need for the delivery of the scope of Services will be between \$1.2 and \$1.5 million during the initial contract term subject to appropriation by the SMART Board. The estimated budgeted amounts are provided as a guideline to aid Proposers with developing a complete and innovative proposal but are not a guarantee of future funding levels. Notwithstanding this estimate, Proposers must submit a proposal that conforms to all requirements as outlined in the Scope of Services.

2.5 TERM OF CONTRACT

- A. The Proposer shall perform all Services as called for in this RFP and Contract and Initial Contract Term of five (5) years. SMART shall retain the option of renewing the Contract for up to two (2) years, through one-year renewal periods.
- B. The Proposer's Price Proposal submitted in response to this solicitation, and which is accepted by SMART and made part of the Contract, will remain in effect if SMART exercises any renewal options, subject to further negotiations as described herein.

- C. Any Contract renewals shall be at the sole discretion of SMART and shall be made in writing and executed by both parties.
- D. SMART shall give notice to the Proposer of its intent to renew or not renew the Contract not less than (90) days prior to the expiration of the Contract.

2.6 FUNDING

Funding for the services that are being procured comes from local, State and Federal sources. The award of contracts and the notice to proceed for transportation services resulting from response to this RFP may be contingent upon the execution of contracts between SMART and various State and local entities. All Proposers must comply with Federal and State requirements in the provision of services procured through this contract.

2.7 FEDERAL PARTICIPATION IN CONTRACT

The Contract awarded as a result of this solicitation will be financed in part by funds from the United States Department of Transportation (USDOT) as awarded through programs of its operating administrations, including the Federal Transit Administration (FTA). As such, all FTA requirements governing the use of federal funds are in effect. Federal requirements that will be made a part of the contract are included in Exhibits 1 and 2. Included in this RFP

2.8 RESTRICTIONS ON COMMUNICATIONS WITH SMART AND RELATED PARTIES

- A. In order to maintain the integrity of the RFP process and reliability of the information shared with the Proposers, from the date of issuance of this RFP through the date of Contract award by SMART, excepting the pre-proposal information day and Oral Interviews, Proposers are not allowed to communicate for any reason with any member of the Evaluation Committee regarding this RFP. All communications concerning this solicitation should be directed by email to David.averill@smarttelluride.com, within the period indicated in the Solicitation Schedule. Prohibited communication includes all contact or interaction regarding this solicitation, including, but not limited to, telephonic communications, emails, faxes, letters, texts, or personal meetings.
- B. Oral communications regarding this solicitation shall not be considered official communications. SMART is not responsible for any oral statements made by its employees or agents regarding this solicitation. All official communications to and from SMART regarding this solicitation shall be transmitted in writing to or by the Issuing Officer.

2.9 CONTACT INFORMATION

All inquiries, offers, submissions, and/or other correspondence regarding this solicitation (including protests submitted in accordance with Section 8.2) must be directed in writing or by email to:

Kari Distefano
 Operations Manager
 San Miguel Authority for Regional Transportation
 PO Box 3140,
 Telluride Colorado, 81435 kari.distefano@smarttelluride.com

2.10 PRE-PROPOSAL INFORMATION MEETING

SMART will host a meeting intended to orient potential Proposers to the RFP and the SMART system. Participation in an RFP Overview and Question and Answer Session on June 19th at 10:00 AM 2023 is strongly encouraged. Meeting will take place on Zoom at:

SMART PRE-PROPOSAL REGIONAL TRANSIT OPERATIONS and MAINTENANCE SERVICES INFORMATION MEETING

Time: Jun 19, 2023 10:00 AM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83752622058?pwd=VVErczVzYzV0eGJrMjZlS2NaUG5vUT09>

Meeting ID: 837 5262 2058

Passcode: 269208

One tap mobile

+17193594580,,83752622058#,,,,*269208# US

+13462487799,,83752622058#,,,,*269208# US (Houston)

Dial by your location

+1 719 359 4580 US

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 689 278 1000 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

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2.11 QUESTIONS

- A. Questions regarding the RFP and any attachment, document, form, etc. must be submitted by email.
- B. Such comments/questions must be submitted by 2:00 PM on June 23th, by 2:00 PM 2023. SMART will respond to all questions in writing and distribute answers to the bidders list on June 30th, by 4:00 PM, 2023.

- C. As per the questions and answers template, the following categories are to be used in classifying questions submitted by the Proposer:
- a. **Category 1** means a potential “go/no-go” issue that, if not resolved in a manner acceptable to the Proposer, will likely preclude the Proposer from submitting a Proposal.
 - b. **Category 2** means a major issue that, if not resolved in a manner acceptable to the Proposer, will significantly affect the Price Proposal or, taken together with the entirety of other issues, may preclude the Proposer from submitting a Proposal.
 - c. **Category 3** means an issue that may affect the price or technical response, and/or any another material issue, but it is not at the level of a Category 1 or Category 2 issue.
 - d. **Category 4** means an issue that is minor in nature, for example, a clarification, a comment concerning a conflict between documents or within a document, etc.
- D. Proposers may submit with their questions/comments revised drafting, redline, or similar markup of any document included in the RFP.
- E. A Proposer may submit a question, comment, or redline revision marked as Confidential if the Proposer believes that the question, comment, or redline revision may place, indicate, or reveal a proprietary practice, bidding strategy, or element of its Proposal that is potentially unique or distinguishing from competitors. The Issuing Officer shall have sole discretion to determine whether a question, comment, or redline revision shall be treated as confidential. If the Issuing Officer determines the matter is not, the Proposer shall be permitted to rephrase or withdraw the question, comment, or redline revision.
- F. It is the sole responsibility of the Proposer to make itself aware of SMART’s responses to written questions. Responses to questions are provided as information only and do not in any way alter the contents of the solicitation inclusive of the Scope of Services, the remainder of the RFP documents, or the Contract. Revisions to the solicitation or to the Contract shall be made only via formally issued addenda. Only such written addenda shall constitute revisions to the solicitation.
- G. It is the sole responsibility of the Proposer to make itself aware of Background and Reference Documents published by SMART.

2.12 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

- A. The requirements of Regulations 49 CFR Part 26, of the U.S. Department of Transportation, apply to this solicitation and resulting Contract. In addition, it is SMART’s policy to practice nondiscrimination based on age, disability, race, gender, color, sex, religion, or national origin in both the award and/or performance of this Contract. All companies qualifying under this solicitation are encouraged to submit proposals. The requirements of this solicitation, specifically this section, apply to all Proposers including those who qualify as a DBE. Proposers with questions regarding DBE certification may contact the Issuing Officer.
- B. SMART has established a DBE participation goal of 3.0% of the total dollar value of the Contract over the course of the initial Contract term and any renewals, changes, or amendments.
- C. A Proposer is not required to designate any DBE subcontractors in its Proposal and may instead

execute a “Commitment to Comply” with the DBE requirement; however, the Evaluation Committee may give favorable consideration in relevant parts of the evaluation based on the extent to which DBE subcontractors are specifically named in the Proposal.

- D. The Commitment to Comply shall be included on the Proposal and be signed by an authorized representative, and state:
- a. the Proposer’s commitment to use any DBE subconsultant, subcontractor, or supplier whose participation it has submitted with its Proposal to meet a contract goal; and
 - b. that if the DBE goal is not met through the Proposer’s proposal, that the Proposer (then as Proposer) shall make good faith efforts.
 - c. If the contract goal is not met, Proposer will provide evidence of its Good Faith Efforts
 - d. The DBE subconsultant/supplier’s confirmation that it is participating in the Contract as provided in the Proposer’s commitment.
- E. A DBE Directory identifying all firms eligible to participate as DBEs is maintained by the Colorado Department of Transportation (CDOT). To access the Colorado DOT DBE Directory, please visit: <https://coucp.dbesystem.com/FrontEnd/SearchCertifiedDirectory.asp?XID=8140&TN=coucp>
- F. The status of a company as a DBE is subject to change. The Proposer shall be solely responsible for reviewing from time to time and using the most current version of the CDOT DBE Directory to ensure that any company listed in its proposal is a certified DBE at the time of proposal submission.

2.13 SMALL BUSINESS PARTICIPATION

SMART strongly supports the participation of small business owners in its contracts. It is the policy of SMART to ensure nondiscrimination in the award and administration of USDOT- assisted contracts. It is the intention of SMART to create a level playing field on which Small Businesses can compete fairly for contracts and subcontracts relating to its construction, procurement, and professional services activities in compliance with the requirements of 49 CFR 26.39, - Fostering Small Business Participation.

2.14 PROPOSER CONFLICTS OF INTEREST

The Proposer must disclose in detail, with the Proposal, anything that may create a conflict or appearance of a conflict of interest. For purposes of this RFP, “conflict of interest” means any situation or circumstance arising out of existing or past activities, business interests, familial relationships, contractual relationships, or organizational structure (i.e., parent entities, subsidiaries, affiliates, subconsultants, etc.) or litigation where:

- A. The Proposer or Key Personnel could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of SMART’s independent judgment; or
- B. Could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the resulting Contracts.

Section III. Proposal Conditions

3.1 BACKGROUND AND REFERENCE DOCUMENTS

- A. Upon request, SMART will provide a series of Background Documents that may inform a Proposer's proposal. Background Documents include:
 - a. FY23 Adopted Budget
 - b. SMART Strategic Operating Plan, October 4th, 2019
 - c. The San Miguel Authority for Regional Transportation (SMART) Transit Policies and Procedures, February 7th, 2019
 - d. San Miguel Authority for Regional Transportation Title VI Plan, May 9th, 2019

- B. Background documents are contextual and for informational purposes only. SMART does not represent or warrant that the information, opinions, suggestions, or recommendations contained in the Background Documents are complete or accurate or that such information, opinions, suggestions, or recommendations are in conformity with the requirements of the RFP. Proposers shall have no right to compensation, time extension, or other claim in connection with participation in this solicitation based on any incompleteness or inaccuracy in the Background Documents. By way of example, a Background Document may include SMART's fleet plan, which, subject to the availability of funds, indicates SMART's intended schedule of acquiring new vehicles, conducting mid-life overhauls, and decommissioning vehicles.

3.2 AMENDMENTS TO THE SOLICITATION (ADDENDA)

- A. SMART reserves the right to revise or amend the RFP up to the time set for the submission of proposals. Such revisions and amendments, if any, shall be published by written addenda to the RFP. Upon issuance, addenda will be considered part of the RFP and will prevail over inconsistent or conflicting provisions contained in the original RFP.

- B. It is the sole responsibility of each Proposer to check SMART's website for addenda, Questions and Answers, Background or Reference Documents, etc. SMART is not responsible for a potential Proposer failing to receive notification of the availability of addenda.

- C. If an addendum significantly changes the RFP, the date set for the submission of proposals may be postponed by such number of days as in the opinion of SMART deems suitable to enable potential Proposers to revise their proposals.

- D. Proposers shall acknowledge receipt of all addenda by emailing the SMART project contact.

3.3 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

- A. All proposals received shall remain confidential until the contract, if any, resulting from this RFP, is signed by the authorized person and the apparent successful Proposer. At that point all proposals shall be deemed to be a public record.

- B. Any information in the proposal that the successful Proposer desires to claim as proprietary and exempt from disclosure must be clearly designated. The particular exception from disclosure upon which the Proposer is making the claim and the RFP page it is found on must be identified.

- C. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right-hand corner of the page.

- D. SMART will consider a Proposer's request for exemption from disclosure. Marking the entire proposal exempt from disclosure will not be honored and will be considered non-responsive and be disqualified for further consideration. The Proposer must be reasonable in designating information as confidential.

3.4 RESERVED RIGHTS

- A. In connection with this solicitation, SMART reserves to itself all rights (which rights are exercisable by SMART in its sole discretion) available to it under its procurement policies, procedures, and applicable law, including without limitation, with or without cause, and with or without notice, the right to:
- a. Modify the procurement process or documentation described in this RFP;
 - b. Develop the project in any manner that it, in its sole discretion, deems necessary or desirable, including by modifying the scope of the project;
 - c. Cancel this RFP, or a subsequent RFP, in whole or in part at any time prior to the execution by SMART of the Contract, without incurring any cost obligations or liabilities except as otherwise expressly stated in this RFP or the subsequent RFP;
 - d. Issue a new request for proposals after cancellation of this RFP or a subsequent RFP;
 - e. Reject any and all submittals, responses, and proposals at any time;
 - f. Reject any and all proposals or any portion of a specific proposal for any reason;
 - g. Modify all dates set or projected in this RFP;
 - h. Terminate evaluations of proposals at any time;
 - i. Issue amendments, supplements, and modifications to this RFP;
 - j. Appoint Evaluation Committees to review proposals, and seek the assistance of outside technical experts and consultants in Proposal evaluation;
 - k. Make independent calculations with respect to numbers and calculations submitted in a Proposal for purposes of its evaluation;
 - l. Revise the evaluation criteria or methodology by issuing an amendment prior to the proposal submission deadline;
 - m. Require confirmation of information furnished by a Proposer, require additional information from an Proposer concerning its proposal, and require additional evidence of qualifications or ability to perform the work described in this RFP;
 - n. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP;
 - o. Negotiate with one or more Offerors without SMART being bound by any provision of an Offeror's proposal or subsequent Proposal;
 - p. Negotiate contract terms contemporaneously and/or subsequently with any number of Proposers as SMART deems to be in their best interests;
 - q. Waive administrative or minor deficiencies in a Proposal, accept and review a non-conforming proposal or permit clarifications or supplements to a Proposal;
 - r. Disqualify any Proposer who changes its proposal without SMART approval;
 - s. Disqualify any Offeror from the procurement process for violating any rules or requirements of the procurement specified in this RFP, applicable law, or any other communication from SMART;
 - t. Add to the shortlist of Proposers any Firm that submitted a Proposal in order to replace a Shortlisted Proposer that withdraws or is disqualified from participation in this

- procurement;
- u. Develop some or all of the Project itself or through another state or local government entity or entities;
 - v. Disclose information submitted to SMART as permitted by applicable law or this RFP;
 - w. Exercise any other right reserved or afforded to SMART under this RFP or a subsequent RFP and applicable law; and
 - x. Exercise its discretion in relation to the matters that are the subject of this RFP as it considers necessary or expedient in light of all circumstances prevailing at the time that SMART considers it to be relevant.
- B. This RFP does not commit SMART to enter into the Contract or proceed with the procurement described in this RFP. SMART assumes no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFP, or any subsequent RFP. All such costs shall be borne solely by each Proposer.
- C. Except as provided in this RFP, in no event will SMART be bound by, or liable for, any obligations with respect to the RFP until such time (if at all) as the Contract has been authorized by SMART and executed by SMART and then, only to the extent provided in the Contract. No Proposer shall have any cause of action against SMART arising out of the methods by which proposals are evaluated.
- D. SMART has the sole right to select the successful proposal for contract award; to cancel the solicitation and to advertise for new proposals; to award a contract(s) to other than the Proposer submitting the lowest Price Proposal; or not to award a contract as a result of this RFP.
- E. SMART reserves the right to accept any proposal deemed to be in the best interest of SMART and to waive any irregularity or informality in any proposal that does not prejudice SMART or other Proposers.
- F. SMART reserves the right to negotiate with the Offeror whose proposal is considered by SMART, and in its sole discretion, to be most advantageous to SMART.
- G. Notwithstanding anything to the contrary in this document or in any addendums to this document, unless the contrary provision refers specifically to this provision, SMART reserves the right (i) to negotiate changes of any nature with any Proposer with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for some or all of the work with one or more persons, firms, or corporations that do not submit proposals. For example, all deadlines are for the administrative convenience or needs of SMART and may be waived by SMART in its discretion. This subparagraph (G) applies to the entire RFP, including the DBE portions.

3.5 ETHICAL STANDARDS

It is a breach of ethical standards for any SMART employee to participate directly or indirectly in a procurement when the employee knows:

- A. The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- B. A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- C. Any other person, business, or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

It is the responsibility of the Proposer to identify any potential or known conflicts of interest as soon as they become known and in writing to the Issuing Officer.

3.6 CONTRACT

- A. The Contract shall comprise relevant portions of the RFP, the Proposer's Offer as made in the Technical and Price Proposal, and as accepted by SMART, Proposal Appendices, a formula for rate adjustments, Forms, and Reference Documents. The Contract Award shall require approval of SMART Board of Directors before it can be executed by the SMART Executive Director.
- B. The Proposer's responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources. The Proposal Letter must clearly indicate the firm or entity responsible for contract execution.
- C. A Proposer requesting any exceptions or modifications to the Contract shall so indicate as an Appendix to their Proposal. Proposers should make efforts to raise questions or concerns regarding the Contract during the question-and-answer period. Requested exceptions or modifications to the Contract shall not be binding upon SMART and shall be further considered only if the Proposer is deemed most susceptible to award.
- D. SMART shall have no obligation to approve exceptions or changes to the Contract.

3.7 RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with any and all applicable federal, state, and local laws, regulations, ordinances, and standards regardless of whether or not they are referred to in this RFP.

3.8 PERIOD THAT PROPOSALS REMAIN VALID

- A. Each Consulting Firm agrees that the Technical and Price Proposal will remain firm for a period of one hundred and twenty (120) Days beginning with the date that proposals are received. Following the deadline for proposal submission, no proposal may be withdrawn for a period of 120 Days. Requests for withdrawal of proposals after 120 Days following the Proposal Submission Deadline must be submitted to the Issuing Officer in writing (defined as being sent or received via letter on official firm/agency letterhead or by electronic mail).
- B. If a Best and Final Offer (BAFO) is requested, the Offeror agrees to hold the BAFO available or acceptance for a minimum of ninety (90) Days after submission of the BAFO.

3.9 PROPOSAL WITHDRAWAL PRIOR TO THE SUBMISSION DEADLINE

A submitted proposal may be withdrawn and changes to a submitted proposal can be made prior to the Proposal Submission Deadline. In the event a Consulting Firm notes an error or omission in its response that was overlooked prior to submitting the proposal, the Consulting Firm may contact the Issuing Officer to request the proposal be withdrawn. Once the Consulting Firm's response is withdrawn, unless and until the Offeror resubmits the received response, SMART will have no offer from the Consulting Firm to evaluate for possible Contract award. Any resubmission must be received by SMART no later than the Proposal Submission Deadline.

3.10 SMART'S RIGHT TO REQUEST ADDITIONAL INFORMATION

Prior to award, SMART must be assured that the selected Proposer has all of the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of SMART, financial resources sufficient to complete performance under the Contract, and relevant experience in similar endeavors. If such information is required, the Proposer will be so notified and will submit the information requested within the time requested by SMART.

3.11 PROPOSAL PREPARATION COSTS

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete proposal. SMART will not provide reimbursement for any costs associated with proposal preparation.

Section IV. Proposal Requirements

4.1 DEADLINE FOR SUBMISSION OF PROPOSALS/LATE PROPOSALS

Proposals submitted in response to this RFP must be received by SMART no later than 4:00 PM (MST) on July, 17th, 2023. Proposals received after the submission deadline will not be evaluated.

4.2 METHOD OF DELIVERY

All Proposals shall be made electronically to David Averill, SMART Executive Director at david.averill@smarttelluride.com. If a proposal submission file size is too large another method of submission will be made available.

It is the sole responsibility of the Proposer to ensure that its proposal is successfully delivered to the Issuing Officer by the specified date and time. SMART is not responsible for late or mis-delivered proposals, for whatever reason.

SMART is not responsible for proposals files improperly named, locked, or altered. Proposals received after the Proposal Submission Deadline may result in SMART disqualifying the proposal from consideration for Contract award.

4.3 FORM AND FORMAT OF PROPOSALS

- A. The Technical Proposal shall consist of all documents and supporting documentation requested in a single PDF document in a searchable PDF format. Proposers are advised to use hyperlinks for ease of reference throughout the document.

- B. The Price Proposal shall consist of the bid form attached as Exhibit 5.

All documents requiring a signature shall be so signed with a digital electronic signature.

Section V. Contents of a Complete Proposal

All Proposals should include a table of contents with page numbers and sufficient detail to facilitate easy reference to all requested information. The Proposer shall not use a font size smaller than 11- point font or have margins smaller than 1 inch. Tables, captions, and graphics may use a smaller font size.

5.1 PROPOSAL LETTER

The Proposer shall use this document to summarize the acknowledgements and representations made by and agreed to by the Proposer about its proposal. The following information must be included in the letter:

- A. Legal Name of the Proposer
- B. Address (principal place of business)
- C. Telephone Number / Fax Number / E-mail address
- D. Federal Employee Identification Number
- E. Legal Status (e.g., Corporation, partnership, etc.)
- F. Date established
- G. Doing Business As (d.b.a.), if applicable
- H. Authorized Representative – Who is the Proposer’s only point of contact for communication relating to this RFP? If any contact information is different from that provided above, please supply the contact information.
- I. Provide information regarding the Proposer’s Principal Officers (e.g., President, Vice President, Treasurer, Chairperson of the Board, partners, etc.).
- J. Any certifications, authorities, permits, or other information that the Proposer has achieved or maintains.

5.2 TECHNICAL PROPOSAL

The Technical Proposal shall consist of narrative, drawings, charts, tables, etc. intended to convey the Proposer’s response to each of the technical elements identified below. This narrative description shall include the appropriate use of headings and subheadings numbered as follows, and that address, at minimum the following elements described in the sections below. Proposers are encouraged to use hyperlinks to cross-reference sections of the Proposal or to reference external websites or material for illustrative purposes. Material provided through external links are not considered as commitments of the Proposer and therefore may not be evaluated as such

5.2.1 QUALIFICATIONS AND EXPERIENCE OF PROPOSER

This section shall be limited to eight (8) pages.

The Proposer shall detail their ability to perform the scope of services set forth in this RFP, which shall include a description of the Proposer's operations and maintenance capability and its methods and resources to perform the Services described in this RFP. At a minimum the Proposer shall provide:

- A. Overview of the Proposer's firm/team qualifications and experience in providing local, fixed route services similar to those required in this RFP and the number of years the firm/team has provided these types of public transit services similar in scope, size, and complexity to the work to be performed.
- B. Overview of firm's philosophy, policies, and methods to provide superior service delivery and ensure quality, safe, cost efficient, and customer-oriented service.
- C. A list of at least two but not more than five of the most current or recent contracts of similar size and scope, for which the Proposer has performed/ or is currently performing local fixed route services. Each contract must be with a separate agency. For each contract listed, Proposer shall include the following information:
 - a. Name, email address, and telephone number of client contact.
 - b. A description of the transportation services provided.
 - c. The length of contract and the base contract price.
 - d. The status of the contract, e.g., active, expired, or terminated.
 - e. Information about whether the proposer was performing service as a prime or subcontractor.
 - f. Narrative description of issues or challenges faced in performing the contract and how they were addressed; value added services provided by the Offeror; or other information that distinguishes the Proposer's performance of the contract.

Proposers are advised to confirm the contact's name that has been identified as a reference for the agencies listed in above in this Proposal and that a prompt response to contact from SMART or its consultant is necessary for evaluation of the Proposer's proposal.

5.2.2 KEY PERSONNEL

This section shall be limited to fifteen (15) pages. Proposer shall demonstrate that the Key Personnel meet the minimum qualifications described below.

General Manager. The General Manager shall possess five (5) years of progressively responsible experience in the transportation or logistics sector, of which two (2) years may be satisfied through attainment of a bachelor's degree or higher in a related field. The ideal General Manager will have worked in the transit sector with a range of supervisory roles in operations, maintenance, and/or business and administration. The General Manager should also demonstrate excellence in customer service and employee relations; and demonstrate a management approach that is growth-oriented and forward-looking.

Assistant General Manager. The Assistant General Manager shall possess three (3) years of progressively responsible experience in the transportation or logistics sector, of which one (1) year may be satisfied through attainment of a bachelor's degree or higher in a related field. The ideal Assistant General Manager will have worked in the transit sector with a range of supervisory roles in operations,

maintenance, and/or business and administration. He or She should also demonstrate excellence in financial management; and demonstrate a management approach that is growth-oriented and forward-looking. He or she should also be capable of assuming the General Manager's responsibilities in a seamless manner should that need arise.

Operations Director. The Operations Director shall possess at least five (5) years of progressively responsible experience for operations in the transportation and logistics sector, of which two (2) years may be satisfied by an associate degree or other higher education or related training and certifications. The ideal candidate will have experience in Automated Vehicle Location (AVL)/ Computer Aided Dispatch (CAD), dispatch, and in-service field supervision; demonstrate analytical capabilities necessary to meet the service and performance requirements of this RFP.

Maintenance Director. The Maintenance Director shall possess at least five (5) years of progressively responsible experience for fleet and facilities management in the transportation and logistics sector, of which two (2) years may be satisfied by an associate degree or other higher education or related training and certification. The ideal Maintenance Director will demonstrate excellence in fleet maintenance with emphasis on preventative maintenance; experience in the commissioning of new transit vehicles; and experience in integrating electric buses into the transit fleet.

- A. The Proposer shall demonstrate that Key Personnel within the organization have or will have adequate training within the first 90 days of work on the Contract in the requirements of:
 - a. The Americans with Disabilities Act as far as it applies to transit services
 - b. Title VI and other civil rights requirements of the Federal Transit Administration
 - c. Drug and Alcohol certification
 - d. National Incident Management Systems Training at levels 100 and 200; ICS 700/800
- B. Should it be necessary to replace a member of the Key Personnel, SMART shall have the right to interview and comment upon the proposed new Key Personnel as provided for in the contract.

5.2.3 ORGANIZATIONAL STRUCTURE AND VALUES

The Proposer shall specifically and separately address the following:

- A. Address the proposed role of the corporate organization in providing management, oversight, and administrative functions supporting the local management structure.
- B. Identify proposed local management structure, including an organizational chart, and Key Personnel. Identify the responsible functional area(s) of each position including, but not limited to, position(s) responsible for overseeing compliance with federal requirements, training, safety, security, customer service, operations, and maintenance.
- C. Address proposed staffing levels to meet current service requirements, required licenses or certifications of the requisite disciplines, and the availability of personnel other than those listed as Key Personnel, including the extent to which the Proposer intends to retain existing personnel. If the Proposer intends to reduce the workforce, the Proposer shall describe how it will assist employees in finding other roles within the corporate organization or with SMART.
- D. Discuss the proposed approach to coordination with, reporting to, and accountability to SMART's contract manager.

The Proposer shall identify the number and type of full-time equivalent personnel that it may employ to perform the Scope of Services in each year of the Contract. The Proposer shall address the following specific issues of interest:

- A. The Proposer's approach to retention and recruitment of bus operators and mechanics, including participation in or support for local workforce development programs, internships and apprenticeships, and upskilling of new or existing personnel to promote ladders of opportunity.
- B. The Proposer's approach to meeting daily service requirements if sufficient personnel is not available.
- C. The Proposer's approach to diversity, equity, and inclusion, at the local level and corporate level.
- D. The Proposer's approach to meeting the DBE goal both with respect to the numerical target and the range of services that will be provided. SMART places emphasis on the scope, span, and value-added nature of DBE participation.

5.2.4 APPROACH TO PROVIDING SERVICES

This section shall be limited to fifteen (15) pages. In describing overall understanding and the implementation of contract requirements, the Proposer shall:

- A. Demonstrate or indicate understanding of the contract requirements, and include a summary of how the Proposer intends systematically to fulfill the requirements outlined in this RFP.
- B. Show how the Proposer will meet and assure quality in meeting SMART's Performance Standards as described in Section XV.
- C. Provide a description of how the Proposer will innovative or provide "value-added services" to improve efficiency and/or effectiveness of the requirements.

The Proposer will shall specifically and separately address the following:

- A. How it will internally and externally manage change in public-facing elements of the service such as a decision to reinstate fare collection, increase or decrease service frequency, and add new routes or alter existing routes.
- B. How it will support SMART in meeting system expansion goals during the term of the Contract, including any anticipated changes in staffing levels, necessary capital investments by SMART, and any other relevant matters.

5.2.5 SAFETY

This section shall be limited to twelve (12) pages. The Proposer shall demonstrate their commitment to operating SMART services in a safe and effective manner by the following:

- A. Describing the safety training for all personnel and identify the required safety certifications of all Key Personnel and supervisors.
- B. Describing its safety practices including, but not limited to, accident prevention, road supervision, equipment and facility monitoring, maintenance shop safety practices, road calls (failure in service response by maintenance personnel), emergency preparation, accident response, investigation and reporting procedures, accident/incident vehicle clearance, passenger safety

including stranded vehicle transfers, service restoration, and training/refresher courses, safety huddles, etc.

- C. Indicating how the Proposer will comply with all the requirements related to the federal Drug and Alcohol Testing Program.
- D. Describing the Proposer's safety record over the past five years. The Proposer shall indicate any fatal injuries to its employees, customers, or the public while meeting the requirements of the contract. The Proposer shall indicate the cause of the fatality, investigative findings by the Offeror or Authority Having Jurisdiction, claims, or litigation related thereto since January 1, 2019. (This subparagraph (5) does not count towards the page limit and shall be included as an appendix.)

The Proposer shall specifically and separately address the following:

- A. What investments or practices can SMART undertake to improve customer safety and how would the Proposer suggest to support these efforts?
- B. What is the role of technology and field supervision in promoting and accounting for the Company's safety culture?
- C. What training, incentives, or other efforts are provided to employees at all levels and across all roles to promote the Company's safety culture?

5.2.6 CUSTOMER SERVICE

This section shall be limited to eight (8) pages. The Proposer shall demonstrate its understanding of the core customer service efforts and how it will meet those requirements. At a minimum the Proposer shall include:

- A. A description of the method for responding to customer inquiries and concerns, tracking and reporting concerns, and developing corrective actions based on feedback.
- B. An explanation of how the customer service program will be monitored to ensure that the delivery of customer service is of the highest quality.
- C. A description customer service training activities and expectations at all levels and across all roles of the of the organization.

5.2.7 TRANSIT ASSET MANAGEMENT CAPABILITIES

This section shall be limited to fifteen (15) pages. Describe the Proposer's comprehensive maintenance program that shall meet or exceed SMART and OEM requirements. The program must include, at a minimum, the following components: the preventive maintenance program, vehicle repairs, equipment repairs (e.g., seats, fare collection equipment, etc.), air conditioning and heating maintenance repair, specialized equipment program, parts inventory, record keeping accounting system, and warranties. At a minimum, this description should include:

- A. A description of the proposed preventative maintenance program, including levels of inspection, intervals, and the types of inspections and/or components serviced at each interval.
- B. A description of road call procedures and other unscheduled maintenance repairs and/or

services.

- C. A description of which maintenance activities will be performed in house and which will be contracted out.
- D. During the term of the Contract, SMART may take delivery of new transit vehicles. Describe the approach to departure, incoming, and acceptance inspections, warranty tracking and recovery.
- E. Describe the approach and provide examples of component warranty tracking and warranty recovery.
- F. Describe the approach and timeline for monitoring and repairing accident damage, including body damage.

The Proposer shall specifically and separately:

- A. Describe the process for pre-delivery inspection compliance of Revenue Vehicles, on-site commissioning and decommissioning of Revenue Vehicles, and how the added inspection, compliance, commissioning, and decommissioning tasks would be performed without interfering with existing fleet maintenance operations.
- B. Describe how the Proposer will achieve its responsibilities with regard to On-Board Technologies such as but not limited to: AVL/CAD, radio systems, Automatic Passenger Counter (APC), camera, fare collection systems, destination signs, radio, annunciator systems, GPS systems and other ITS technologies, including how it will inspect, maintain, and upgrade such systems as may be necessary.
- C. Describe the Proposer's approach to performing all preventive and routine maintenance activities associated with the Operations and Maintenance Facility, including Equipment.

In the Price Proposal, the Proposer shall describe any potential capital investments greater than \$25,000 by SMART such as Service and Support Vehicles or Equipment that the Proposer believes may be beneficial to achieve the Scope of Services in the context of the anticipated Revenue Service Hours, anticipated Major Service Changes and the anticipated fleet mix.

The Proposer will be expected to provide input regarding the design and outfitting of the small bus and van maintenance facility at 137 Society Dr in Telluride Colorado. The Proposer's proposal shall not be contingent upon SMART making such investments but will be considered in negotiating the Contract and in the SMART's Capital Improvement Program.

5.3 PRICE PROPOSAL

- A. The Price Proposal shall be fully completed using the Bid Form (Exhibit 3) signed by an authorized representative.
- B. The Proposer's Price Proposal shall be expressed on as a per Revenue Service Hour rate multiplied by the number of Budgeted Service Hours in each year of the Initial and the Renewal Terms.

- C. The rate per Revenue Service Hour shall be fixed and firm. In submitting the Price Proposal, Offerors are advised to consider:
 - a. The full Scope of Services described in the Technical Provisions.
 - b. The number of anticipated Revenue Service Hours in each year of the Initial Contract Term and each Renewal Year.
 - c. The anticipated fleet mix in each year of the Contract.
 - d. The anticipated Major Service Changes in each year of the Contract as described in the pending SMART Strategic Operating Plan.
 - e. Automatic and Discretionary Re-Openers.

5.4 REQUIRED ATTACHMENTS

- A. Business References
- B. DBE Commitment to Comply
- C. Bid Form
- D. List of known Vendors and Subcontractors

5.5 FINANCIAL CAPACITY

Information is needed to enable proposal evaluators to determine the stability and financial strength of the organization. The successful applicant shall authorize SMART to order consumer / business credit report and verify other information necessary to confirm financial capacity. This may include but not be limited to earnings, bank accounts and other asset or liability balances.

5.6 LITIGATION HISTORY

This document shall be provided by the Proposer and shall be a narrative description of the Proposer's litigation history. Proposer shall identify and describe all local, state, and federal proceedings (legal, administrative, regulatory, and otherwise), currently pending against the Proposer or its Principals (to include officers, members, directors, and partners) or concluded adversely to the Proposer, or its Principals, within the past five (5) years.

If the Proposer has not been involved in any litigation within the past five (5) years, Proposer shall provide a written statement indicating such.

Proposer's response to this Section shall be made as an Appendix to the Offer.

Section VI. General Contract Provisions

6.1 CONTRACT PROVISIONS

- A. The Uniform Guidance Contract Clauses for Federal Funding shown in Exhibit 1 shall apply to this Contract.
- B. The Federal Transit Administration Specific Clauses shown in Exhibit 2 shall apply to this Contract.
- C. Payment for the Proposer's services shall be invoiced monthly and include:
 - a. The number of Revenue Service Hours performed by the Proposer multiplied by the accepted rate per Revenue Service Hour.

- b. Invoice instructions and documentation requirements shall be provided by the SMART Project Manager during the transition period.

Section VII. Proposal Evaluation Process

The following section describes the process by which proposals will be evaluated and a selection made for a potential award by SMART. Selection of the Proposer will be based on a combination of both qualitative technical factors and costs to SMART. The award selection will be on a “best value” basis to the responsive and responsible Proposer whose proposal is most advantageous and of the greatest value to SMART.

The Proposer’s approach to the Technical Proposal value will carry significantly more weight than the Price Proposal. Accordingly, SMART may not necessarily make an award to the Proposer with the highest technical evaluation criteria ranking nor award to the Proposer with the lowest price proposal, if doing so would not be in the overall best interest of SMART.

7.1 DETERMINATION OF RESPONSIVENESS

- A. Proposals will be analyzed for conformance with the instructions and administrative requirements of the RFP. Any proposal that SMART finds to be non-responsive may be removed from further consideration.
- B. SMART may provide an opportunity, as determined in its sole discretion, for a Proposer to cure any minor defect in its Proposal that is administrative in nature. Once notified of a minor defect, the Proposer shall correct said defect within 48 hours (inclusive of weekends or holidays).
- C. Only those proposals found to be responsive will be evaluated as described below.

7.2 EVALUATION OF PROPOSALS

The Evaluation Committee will evaluate all responsive proposals as described below:

Technical Evaluation

- a. Members of the Evaluation Committee will individually review, comment, and rate the Proposals using a technical evaluation matrix developed by the SMART Executive Director.
- b. Evaluation Committee members will submit their ratings and comments to the Issuing Officer, who will aggregate the responses and distribute same to the committee.
- c. The Evaluation Committee will meet and confer on the overall scoring, discuss, and reconcile significant scoring differences among the members, and assign a consensus rating to each attribute as shown in the technical evaluation matrix.
- d. At its discretion, the committee may request Oral Interviews from the two highest rated Proposers. Oral Interviews are not rated as an independent element of the evaluation process but may be used to adjust or clarify ratings previously established by the Evaluation Committee.
- e. Proposers not selected for the short list shall be so notified.
- f. Following the Oral Interviews, if any, the evaluation committee will determine a final

consensus rating and rank the shortlisted Proposer accordingly.

Price Proposal Evaluation

- a. The Issuing Officer will distribute the price proposal of short-listed Offerors to members of the Evaluation Committee.
- b. Members of the Evaluation Committee will individually review, comment, and evaluate the Price Proposals for clarity and total cost to SMART.
- c. Evaluation committee members will submit their comments to the committee chair, who will aggregate the responses and distribute same to the Evaluation Committee.
- d. The Evaluation Committee will meet and confer on the price proposals, discuss, and reconcile significant differences among panel members, and assign a consensus score to each attribute.

Oral Interviews: Best and Final Offers

- a. SMART, at their sole discretion, may conduct interviews with the shortlisted Proposers.
- b. Oral Interviews, if any, shall be for not more than 90 minutes per Proposer at a time and place determined by the Issuing Officer.
- c. The Issuing Officer will advise the Proposer in writing of any specific issues, questions, or concerns regarding the Proposal.
- d. Oral Interviews will be generally structured as follows:
 - i. Introductory presentation by the Proposer (20 - 25 minutes)
 - ii. Questions by the Evaluation Committee (45 - 55 minutes)
 - iii. Closing presentation by the Proposer (5 - 10 minutes)
 - iv. Each Proposer is limited to no more than five attendees at the Oral Interview, including the proposed General Manager, Maintenance Director, and Director of Customer Service and Marketing; a sixth attendee is permissible if the attendee represents a DBE firm.
 - v. No communication made as part of the Oral Interview by either party shall be construed as a commitment of the party unless and until such commitment is made in writing as part of a Best and Final Offer, if any.

7.3 PROPOSAL EVALUATION CRITERIA

The Technical Proposal categories are listed in the order of importance to SMART. Weighting of Technical Proposal Categories will be based on the following:

- A. SMART considers the elements of the Technical Proposal listed in 5.2.1 - 5.2.4 as the core evaluation criteria with categories listed in 5.2.5 – 5.2.7 as being most likely to significantly distinguish among the proposals. That is, a successful Proposers would mostly likely have to rate as “Outstanding” or “Exceeds Requirements” in all of 5.2.1 - 5.2.4 in order to be considered for shortlisting to Oral Interview but those Proposals which are also rated as “Outstanding” or “Exceeds Requirements” in 5.2.5 – 5.2.7 being the most susceptible to award.
- B. SMART further advises that where “specific areas of interest” are listed in each element of the technical proposal (5.2.1 – 5.2.7), the Offeror’s response to those items will be given added favorable consideration by the Evaluation Committee.

The Evaluation Committee shall utilize the following assessment ratings in its evaluation of each element of the Technical Proposal (Sections 5.2.1 through and including 5.2.7):

Outstanding – the proposal clearly demonstrates an understanding of SMART’s goal(s) for the area of evaluation; demonstrates a well-resourced and thorough technical approach to the area of evaluation; identifies resource or process redundancies to mitigate potential operational, technical, or administrative risks; and/or provides several elements of added value to meet the requirements.

Exceeds Requirements – the proposal clearly demonstrates an understanding of SMART’s goal(s) for the area of evaluation and demonstrates a well-resourced and thorough technical approach in this area of evaluation and presents some specific elements to the technical approach that may add value to meeting the requirements.

Meets Requirements – the proposal indicates an understanding of all technical requirements and demonstrates sufficient resources and technical approach to meet SMART’s goals in this area of evaluation.

Marginally Acceptable – the proposal meets most of the technical requirements but may have a one or two material weaknesses that could be mitigated or improved through clarification of intent, further explanation, or minor adjustment to the technical approach.

Unacceptable – the Proposer does not provide sufficient information for evaluation or contains several material weaknesses that cannot be reasonably or reliably mitigated or improved without a significant change of approach by the Offeror.

Section VIII. Appeal of Award

8.1 RESOLUTION OF COMPLAINTS AND PROTESTS PRIOR TO AWARD

A complaint may be made before a potential Proposer responds to this RFP (and/or subsequent amendments to this RFP), if the Proposer believes that this RFP unduly constrains competition or contains inadequate or improper criteria. The written complaint must be made to the SMART Executive Director before the due date of the solicitation response. A person authorized to bind the Proposer to a contractual relationship must sign the complaint. The agency solicitation process may however continue. The complaint letter must be addressed to: David Averill, San Miguel Authority for Regional Transportation, PO Box 3140, Telluride, CO 81435.

The Executive Director must reply to the potential Proposer with a written decision within seven (7) days after the complaint was received by SMART. If the potential Proposer rejects SMART’s proposed solution to the complaint, the potential Proposer may appeal to the Board of Directors of SMART. The Board of Directors may direct modification of the RFP requirements or the schedule, direct withdrawal of the RFP, or may take other appropriate steps or may affirm the decision of the Executive Director. The Board of Director’s decision is final and no further administrative appeal is available.

8.2 PROTESTS AFTER AWARD

Protests may be made after SMART has announced the apparently successful Proposer and no later than five (5) business days from the date of the SMART letter awarding the contract. Protests after award will not be considered unless the protest concerns a matter which arises after the award or could not have been known or discovered prior to award.

A person authorized to bind the Proposer to a contractual relationship must sign the protest letter. It should be addressed to: David Averill, Executive Director, San Miguel Authority for Regional Transportation, PO Box 3140, Telluride, CO 81435. If the protest is mailed, the protesting Proposer shall also immediately notify by telephone or other means of instant communication the Executive Director David Averill at (970) 988-1219 that a protest is being made. The Executive Director will notify the SMART Board of Directors and the selection committee immediately upon receipt of a protest. The selection committee will consider the facts and submit a recommendation to SMART. SMART will issue a written decision within ten (10) business days after receipt of the notice of appeal, unless more time is needed. The protesting Proposer will be notified if additional time is necessary. SMART must also postpone further steps in the RFP process until the protest has been resolved. SMART's determination is final, and no further administrative appeal is available.

If SMART finds that the award should not have been awarded, the SMART Executive Director shall notify the Proposer that received the award and provide the reasons for the decision. Such Proposer shall then have five (5) business days in which to appeal the decision. The written appeal must be mailed to David Averill, Executive Director at the address listed above.

The appealing Proposer shall also immediately notify by telephone or other means of instant communication the Executive Director David Averill at the numbers above that an appeal is being made. The Executive Director will notify the SMART Board of Directors and selection committee immediately upon receipt of such an appeal.

The selection committee will consider the facts available and issue a recommendation to SMART. SMART shall make a decision within ten (10) business days after receipt of the appeal, unless more time is needed, in which case the appellant and initial protesting Proposer will be notified. If SMART agrees that the award should be canceled, they shall so order the cancellation immediately. If the award is canceled, SMART may award the contract to the next highest ranked and responsible Proposer whose proposal is responsive to the solicitation.

8.3 FORM AND CONTENT

A protest or appeal must be in writing and must contain the facts and arguments upon which the protest is based and must be signed by a person authorized to bind the Proposer to a contractual relationship. At a minimum, this must include:

- A. The name of the protesting Proposer, its mailing address, phone number, and the name of the individual responsible for submission of the protest.
- B. Specific and complete statement of SMART's action(s) that are being protested.
- C. Specific grounds for the protest.
- D. Description of the relief or corrective action requested. Include all facts and arguments on which the protesting Proposer or Appellant is relying as the basis for the requested action.
- E. All exhibits related to, or referred to in the protest. These shall be attached to the protest.

Copies of all protests, appeals and exhibits shall be mailed, faxed or delivered by the protesting Proposer or Appellant to the Proposer against whom the protest is made at the same time such protest, appeal, and exhibits are submitted to SMART.

Section IX. Scope of Services

SMART considers the items described below (referenced herein as “Technical Provisions”) to be the minimum effort necessary to provide quality transit services by the Proposer to SMART. These Technical Provisions shall be read and applied.

The Proposer shall operate, maintain, and administer all services in this RFP, such that nothing remains to be purchased, provided, or supplied by SMART, except as specifically provided herein.

The Proposer shall assist and cooperate with SMART in meeting the objectives of providing quality fixed route transportation services. The Proposer shall perform close liaison activities, coordinate, and cooperate with SMART on matters related to operations, monitoring, reporting and service performance measurements, and will respond promptly to any inquiries, concerns, and requests of the SMART Project Manager.

All maintenance services shall be based at the Proposer’s Operations & Maintenance Facility until such time as the planned SMART facility becomes available unless otherwise specifically described herein or approved by the SMART Project Manager. The Lawson Hill Park & Ride and the Norwood bus barn are available minor repairs and for storing buses that are not being used.

9.1 ANTICIPATED ROUTES AND REVENUE SERVICE HOURS

The anticipated revenue service hours are listed in the following table:

Route & Description	Annual Hours
Down Valley M-F: Commuter Service operating a limited schedule between the Down Valley communities (Sawpit, Placerville, etc.) and the Town of Telluride. The Down Valley Route runs between Telluride and Placerville, Monday through Friday. It makes four trips each direction.	1485
Nucla/Naturita M-F Commuter Service operating a limited schedule between Nucla, Naturita, Redvale, Norwood, Placerville and the Town of Telluride. The Nucla/Naturita route operates Monday through Friday. It leaves Nucla at 6:45AM and arrives in Telluride at 8:30 AM. It leaves Telluride at 5:00 PM and arrives in Nucla at 6:45 PM.	917
Norwood M-F Commuter Service operating a limited schedule between the Town of Norwood and the Town of Telluride. The Norwood Route operates between Norwood and Telluride. On Monday through Friday, there are three trips to Telluride from Norwood and four trips from Telluride to Norwood. On Saturday and Sunday, there is one trip in each direction.	1817
Rico M-F Commuter Service operating a limited schedule	393

between the Town of Rico and the Town of Telluride. The Rico Route leaves Rico at 7:00 AM and arrives in Telluride at 7:45 AM. It leaves Telluride at 5:15 PM and arrives in Rico at 6:10 PM. The Rico Route operates Monday – Friday.	
Lawson Hill 7 Day Fixed Route Service operating a limited schedule between Lawson Hill and the Town of Telluride. This route operates at 45-minute intervals beginning at 6:25 AM and ending at 11:20 AM, beginning again at 2:25 PM and ending at 10:40 PM seven days per week excluding the period between the first Monday in April until the Wednesday prior to Memorial Day and the third Sunday in October until the Wednesday prior to Thanksgiving.	3529
Lawson Hill/Mountain Village M-F Fixed Route Service operating a limited schedule between Lawson Hill and the Town of Mountain Village. This service makes three loops in the morning and three loops in the afternoon Monday – Friday, excluding the period between the first Monday in April until the Wednesday prior to Memorial Day and the third Sunday in October until the Wednesday prior to Thanksgiving.	764
Offseason 7-day Fixed Route Service operating a limited schedule between Telluride and the Town of Mountain Village, that includes service to Lawson Hill and the Meadows area in the Mountain Village. The Offseason Route operates Monday through Friday from 5:55 AM until 12:01 AM at 45-minute intervals. On Saturday and Sunday, it operates along the same route at one and a half hour intervals. This route begins on the first Monday in April and ends the Wednesday prior to Memorial Day. It begins again on the Monday after the third Sunday in October and ends the Wednesday prior to Thanksgiving.	2995
Offseason Express M-F Fixed route service operating a limited schedule between Telluride and the Town of Mountain Village. The Offseason Express operates at 55-minute intervals and begins on the first Monday in April and ends the Wednesday prior to Memorial Day. It begins again on the Monday after the third Sunday in October and ends the Wednesday prior to Thanksgiving.	524
Montrose M-F* Commuter Service operating a limited schedule between Montrose and the Town of Telluride. Times are to be determined. There will be an AM trip from Montrose to Telluride and a PM trip from Telluride to Montrose. Route will include service to Ridgway.	917
Total	13,389

*This would be a new route and may not be in service on January 1st, 2024

- A. In the Renewal Term, the Anticipated Revenue Service Hours are estimated to be the same as indicated in the table with the exception of the Montrose Route, as noted above.

- B. The Proposer's rate per Revenue Service Hours listed in the Price Proposal shall remain firm for between 90 percent (90%) and one hundred ten percent (110%) of the anticipated Revenue Service Hours.
- C. The Proposer's rate per Revenue Service Hours for the Renewal Term shall be negotiated at the time SMART issues its notice of intent to renew the Contract for one or both years.

9.2 PARATRANSIT

Per Federal Transit Administration regulations, SMART is required to provide demand response complimentary paratransit services within a ¼ mile of the Lawson Hill Route, the Lawson Hill/Mountain Village Route, the Offseason Route and the Offseason Express Route.

- A. ADA Complementary Paratransit service will be provided to individuals who have been qualified with an assessed disability, are unable to independently ride a bus, get on/off a bus, or get to/from a bus stop. Service will be provided to an assessed, eligible rider who has requested and reserved ADA Complementary Paratransit service 24 hours in advance of the day and time they need to use the service.
- B. SMART determines eligibility based on functional assessment considerations of how individuals are best served by ADA Complementary Paratransit service based on guidelines established by the Americans with Disabilities Act of 1990. Barriers to using the fixed-route service, inconvenience, inexperience and/ or personal choice not to utilize those transportation modes is not necessarily an indicator of whether or not an individual is eligible to use ADA Complementary Paratransit service.

All SMART owned buses and one SMART owned van are equipped with ADA equipment. Proposer shall use a SMART vehicle and provide trained personnel to provide this service within 24 hours of customer requested service. SMART shall notify Proposer immediately after such request is approved.

9.3 DELAYS AND ROUTE DEVIATIONS

- A. The Proposer shall notify the SMART Project Manager of any significant disruptions, delays, or deviations to service, determine corrective action and the projected time in which service will be restored. SMART will notify the Proposer of any anticipated road closures in the area.
- B. The Proposer is authorized to deviate from established routes when necessary to avoid construction work, disabled vehicles, or other obstructions within the public right-of-way. Service shall be restored to its normal route as soon as is practicable. If more than one trip on a route is to deviate as in this paragraph, the Proposer shall communicate with the SMART Project Manager. Confirmation as to corrective action and the projected time in which service will be restored for the reported Vehicle/route shall accompany the notification.

9.4 SERVICE CHANGES

SMART reserves the right to add or reduce routes, frequency, or span of Fixed Route or Commuter Fixed Route Services during the term of this Contract through the process defined herein.

Operational Service Charges: With three (3) Days' notice to the Proposer or as soon as is practicable when SMART is unaware with less than three (3) Days, SMART may initiate an Operational Service Change by

written or emailed notice to the Proposer.

Minor Service Charges:

- A. With three (3) Days' notice to the Proposer or as soon as is practicable when SMART is unaware with less than three (3) Days, SMART may initiate an Operational Service Change by written notice to the Proposer.
- B. Within ten (10) days' of receiving the written notice, the Proposer shall provide an implementation plan to SMART which shall include, at a minimum:
 - a. an estimate of the cost or savings of the proposed service change.
 - b. the anticipated impact of the service change on existing maintenance and operations.
 - c. any other matters the Proposer deems necessary
 - d. take any other actions necessary to implement the Operational Service Change with minimal disruption to riders.

Major Service Charges:

- A. On or about November 1st, SMART shall give written notice to the Proposer of the anticipated Revenue Service Hours and Major Service Changes for the next Fiscal Year. SMART and the Proposer shall meet and confer on the changes and SMART shall give consideration to the Proposer's ideas, concerns, and operational needs to implement the Major Service Changes.
 - a. Within thirty (30) days of the notice given, the Proposer shall provide an implementation plan to SMART which shall include, at a minimum:
 - b. an estimate of the cost or savings of the proposed service changes.
 - c. the anticipated impact of the service change on existing maintenance and operations.
 - d. anticipated changes to staffing levels.
 - e. the necessity for any additional capital equipment to implement the Major Service Change.
 - f. an implementation schedule.
 - g. any other matters the Proposer deems necessary

Declared Emergencies:

- A. Upon the declaration of an emergency by an Authority Having Jurisdiction, the Proposer shall immediately modify or suspend service as directed by the SMART Project Manager.
- B. Payment for service provided during emergency operations shall be at the rate per Revenue Service Hour listed in the Price Proposal.
- C. During times of a declared emergency, the Proposer shall separately account for expenses incurred specifically related to the emergency. The Proposer shall cooperate with SMART in submitting records for reimbursement by an emergency management agency.
- D. The Proposer shall deploy vehicles in a manner described by SMART as part of any transportation emergency operations plan. In the case of a declared medical emergency (such as a pandemic), the Proposer will implement the applicable approved Standard Operating Procedures to mitigate and protect their staff, SMART staff, and the customers. The Proposer will comply with State and Federal health guidelines as issued. SMART will adjust service level requirements as needed for the duration of the emergency.

Special Services: In addition to regular service operations, the Proposer may from time to time, upon

receiving specific written authorization from SMART, provide special transportation services. Special service will be provided in accordance with FTA Charter Service Regulations (49 CFR Part 604). Special services shall be paid at rate per Revenue Service Hour listed in the Price Proposal.

Section X. Labor & Personnel in General

10.1 PERSONNEL

The Proposer shall:

- A. Designate an Operations Manager dedicated to the operations of the SMART transit service system. During the time that this person is unavailable, Proposer shall designate another manager or dispatcher that can immediately address complaints regarding missed stops and early and late departures. When the designated Operations Manager is unavailable, the SMART Operations Manager shall have direct phone access to Proposer personnel that can contact drivers.
- B. **Have sufficient Bus Operators that have a current Commercial Driver's License (including any necessary special certifications) to ensure that SMART vehicles are utilized whenever they are available. If it is necessary to use a driver without a Commercial Driver's License, the Proposer may not charge SMART for the use of a vehicle not owned by SMART if necessitated by the lack of drivers with commercial driver's licenses.**
- C. Have dispatchers, mechanics, training and supervisory personnel, and other staff necessary to meet the requirements of the Contract. Unless otherwise described or enumerated in the Technical Provisions, the Proposer shall have the sole right to determine staffing levels, job descriptions, and work duties of all personnel.
- D. Be solely responsible for the satisfactory work performance of all its employees and subcontracts.
- E. Shall hold SMART harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.
- F. All Key Personnel and Bus Operators shall be employees of the Proposer. Subcontracting of Bus Operators shall not be permitted.
- G. Regularly update and provide to the SMART Project Manager its organizational chart and contact information for Key Personnel, including notification of which Key Personnel shall be in the role of "emergency duty officer" and during which time period.

10.2 WAGES AND BENEFITS

- A. Employees of the Proposer shall not be considered employees of SMART and the Proposer's employees shall not be entitled to participate in any wage and benefit package provided by SMART to its employees.
- B. Except as provided for herein, the Proposer shall be solely responsible for establishment and payment of wages and benefits for its employees and shall cause the withholdings to be made as

required in the performance of the Contract.

- C. The Proposer shall comply with the requirements of employee liability, worker's compensation, unemployment insurance, social security, and any other current and future legal requirements.

10.3 MINIMUM REQUIREMENTS FOR EMPLOYEE TRAINING

No less than 14 Days prior to the Start of Service Date, the Proposer shall submit an Employee Training Plan to the SMART Project Manager for review and comment. At a minimum, the Employee Training Plan shall include the following:

- A. Safety training necessary to meet local, state, and federal requirements, and the requirements of the SMART Maintenance Plan in effect as of the beginning date of the contract.
- B. Not less than 8 hours of initial training in customer service shall be provided for all Field Supervisors, Bus Operators, Customer Service Representatives, and other personnel frequently in direct contact with the public. Said training shall include a conflict de-escalation and resolution component. Said personnel shall also receive not less than 8 hours annually of refresher training in customer service.
- C. Training sufficient to ensure driver familiarity with routes and stops. At a minimum, new drivers shall make a trip on each route accompanied by a supervisor or a senior driver who is familiar with the routes and stops.
- D. Training sufficient to ensure driver familiarity with individual SMART vehicles, including training on the operation of ADA equipment and automatic chains, as well as anything else that may be unique to a certain type of vehicle owned by SMART.
- E. All maintenance personnel must receive a minimum of 40 hours of vehicle specific training annually. This training may include Proposer or vendor-provided refresher/update training on various aspects of Revenue Vehicles.

The Proposer should also include in their proposal the plan to:

- A. Encourage upskilling of existing personnel, especially vehicle maintenance personnel regarding ASE certifications.
- B. Provide training of Bus Operators and Field Supervisors in the operation of new bus models.
- C. Meet the OEM training requirements for any relevant on-board technologies, fire suppression systems, and other special disciplines or functions required to maintain Revenue Vehicles.
- D. Train supervisory personnel to assist with identification and appropriate handling of employee/subcontractor drug and alcohol problems.
- E. Train all Bus Operators and Field Supervisors on the requirements for public transit as set out in the Americans with Disabilities Act of 1990, as amended, and in the regulations of
- F. U.S. Department of Transportation at 49 CFR Part 37 implementing ADA requirements.
- G. Achieve National Incident Management Systems training as described in Section 5.2.2.

- H. The Proposer shall maintain current documentation of all completed training in the employee's personnel file.

Section XI. Revenue Vehicles

11.1 IN GENERAL

Not less than 14 Days prior to the Start of Service, the Proposer shall submit to SMART a Revenue Fleet Maintenance Plan, including a quality management element to meet the following requirements of this Contract which are further described below:

- A. Maintain all Revenue Vehicles in accordance with OEM specifications.
- B. Implement a preventative maintenance program.
- C. Perform daily vehicle inspections.
- D. Install and maintain a GPS Tracking system compactable with the Swiftly System and made available to SMART personnel for performance tracking.
- E. Maintain all on-board systems and coordinate same with Technology Vendors.
- F. Maintain all communications systems, including but not limited to radio dispatch and CAD/AVL and GPS tracking systems.
- G. Provide all labor, repairs, parts, supplies, lubricants, solvents, diagnostic equipment, software and software updates, and all other components, services, tools, and equipment (including diagnostic equipment) which may be required to fulfill its maintenance responsibilities.
- H. Manage all Inventory, including establishing accounts with such vendors as it may deem necessary in the performance of its maintenance responsibilities.
- I. Adhere to out of service criteria.
- J. Repair all body damage.
- K. Maintain the branding scheme (paint, logos, decals, etc.) on all Revenue Vehicles in a "like new" condition.
- L. Properly keep all records related to vehicle maintenance.
- M. Manage vehicle and component warranties.
- N. Manage and coordinate insurance claims in coordination with SMART's insurance administrator.
- O. Arrange for the towing of Revenue Vehicles.
- P. Perform emissions control programs.

- Q. Clean and maintain the interior of vehicles free of trash, debris, graffiti.
- R. Manage all warranty claims.
- S. Wash the exterior of all vehicles and perform minor and major detailing.

11.1.1 USE OF VENDORS AND SUBCONTRACTORS

The Proposer shall only use vendors and subcontractor approved by SMART to perform work on a Revenue Vehicle. Vendors named in the Proposer's Proposal shall be considered approved unless specifically determined otherwise by SMART. Vendors or subcontractor known to the Proposer at the time of Offer shall be listed in an attachment to the proposal as indicated in Section 5.4.

11.1.2 PARTS AND SUPPLIES

Only original equipment manufacturer (OEM) or OEM approved parts and supplies or Approved Equal shall be used.

11.1.3 MODIFICATIONS

No variation or vehicle system modifications will be allowed without written authorization from the SMART Project Manager.

11.1.4 MAINTENANCE RECORDS

- A. The Proposer shall prepare, maintain, and make available to SMART all records, and data relative to the maintenance of Revenue Vehicles. The Proposer shall use a computerized maintenance management system. At a minimum, the computerized maintenance management system shall:
 - a. Be non-proprietary, or Proposer shall be responsible for transitioning all records to a Succeeding Proposer.
 - b. Fully interface with the CAD/AVL system
 - c. Provide for compliance with all state and federal FMVSS and asset management requirements
 - d. Allow for the SMART Project Manager to be provided appropriate read-only access to the computerized maintenance management system.
- B. Work orders shall be made for all tasks performed on Revenue Vehicles including all warranty and subcontracted tasks performed on SMART vehicles. Work orders shall include vehicle number, vehicle mileage when work order is opened, dates of complaint and repair, technician name, reported complaint, cause, correction details, labor hours and materials used.
- C. The Proposer shall also maintain records related to preventive maintenance inspection and actions, minor and major systems failures, rebuilds and major component replacements, tire installation and usage, oil and fluid usage and analysis, road calls, and other information that would permit a forensic analysis of vehicle maintenance.

11.1.5 WARRANTY MANAGEMENT

- A. The Proposer shall manage a complete and comprehensive Warranty Recovery Program for all Revenue Vehicles, components, and on-board technologies. Management and maintenance personnel and/or subcontractors shall have knowledge of all necessary warranty reimbursement

procedures to ensure SMART recovers all funds for which it is eligible. The Proposer may be liable for failure to comply with warranty requirements.

- B. On a monthly basis, the Proposer shall provide a Warranty Recovery Program Report to the SMART Project Manager which indicates all warranty claims submitted and their disposition and the cost and cash or in-kind recovery of warranty claims, including labor costs.

11.2 PREVENTIVE MAINTENANCE PROGRAM

The Proposer shall implement a preventive maintenance program as described herein.

11.2.1 VEHICLE PREVENTIVE MAINTENANCE INSPECTION

- A. Preventive maintenance inspections (PMI) are a Key Performance Indicator subject to incentives and liquidated damages.
- B. The Proposer shall perform preventive maintenance inspections at fixed-point intervals of 6,000 miles.
- C. A PMI performed more than ten percent (10%) before, or ten percent (10%) later than the fixed-point interval mileage shall be considered non-compliant. A PMI that is incomplete shall be considered non-compliant.

11.2.2 VEHICLE PREVENTIVE MAINTENANCE ACTIONS

- A. Proposer shall perform preventive maintenance activities in accordance with the requirements of the OEM and shall be sufficient so as not to invalidate or lessen warranty coverage of Revenue Vehicle or component. The Proposer shall not use parts or Equipment from inactive Revenue Vehicles to perform any preventive maintenance activity unless approved by SMART personnel.
- B. Preventive Maintenance Actions shall be performed on but not limited to: wiring configuration and clamping, power and drive train components, air and brake systems, and body assembly, safety equipment, fire suppression system, fuel tank(s) and related valve/vent systems, air systems, cooling systems, electrical systems, hydraulic systems, charge air cooler systems, steering, brake, suspension, axles, HVAC systems, kneeling features, destination signs, lighting (interior and exterior), seating, accessories, emergency egress, push out windows, emergency hatches and doors, wheelchair lifts/tie downs, emergency lighting.
- C. Adherence to preventive maintenance inspection schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where the selected Proposers employees observe that maintenance is needed in advance of said PMI schedule.
- D. The Proposer shall not defer maintenance for reasons of shortage of maintenance staff, parts, or operable vehicles. The PMIs and running repairs shall receive priority in the use of the Proposer's maintenance resources. The Proposer shall adjust the work schedules of its employees as necessary to meet all preventive maintenance activities, including the use of approved vendors or subcontractors to meet maintenance requirements.

11.2.3 OTHER PREVENTIVE MAINTENANCE INSPECTIONS

- A. For the purpose of this section, "fixed point interval" means the number of Revenue Service

Hours, Day or Months specified by the OEM.

- B. The Proposer shall conduct seasonal inspections and inspections for On-Board Technologies, components, and Mechanical Systems at fixed point intervals defined by the OEM.

11.3 ROUTINE MAINTENANCE PROGRAM

The Proposer shall specify its routine maintenance program in the Revenue Fleet Maintenance Plan. In The Routine Maintenance Program shall comply with OEM specifications or the standards below, whichever is greater:

Body damage (including all vehicle appurtenances) shall be repaired in a professional manner within 21 Days of occurrence.

The Proposer shall certify to the SMART Project Manager no later than May 1st of each year that air conditioning systems are fully operational.

Seats shall be maintained in proper operating condition at all times. All rips, tears, cuts, cracks, gum, graffiti, and other damage shall be cleaned or repaired in a professional manner prior to the start of Revenue Service on next Day after discovery. Seat covers/seat inserts which are worn, damaged, and cannot be professionally repaired, using materials which are identical in design and color as those materials being replaced. If matching fabric/cushions are unavailable, then the Proposer will work with SMART Project Manager to select an acceptable substitute before the Proposer procures the replacement materials.

Windows that are broken, cracked, distorted, or clouded/opaque, or with significant scratches or etching shall be replaced in a professional manner as soon as possible after discovery. If parts are unavailable within 10 business days, SMART personnel should be notified and alternative suppliers shall be discussed.

Bicycle racks which are bent, broken, or inoperable shall be replaced in a professional manner as soon as possible after discovery. If parts are unavailable within 10 business days, SMART personnel should be notified and alternative suppliers shall be discussed.

11.4 ON-BOARD TECHNOLOGIES

- A. The Contractor shall maintain all On-Board Technologies in accordance with OEM specifications. As necessary, the Contractor shall coordinate any systemic repairs or upgrades with the Technology Vendor
- B. GPS systems installed on Revenue Vehicles shall be compatible with the Swiftly Real-Time Passenger Information and Next Generation and Transit Analytics.

11.5 TIRES

- A. The Proposer shall be responsible for procuring tires for all Revenue Vehicles, to be reimbursed by SMART. Tires shall be of the same type and rating as installed by the OEM.
- B. All vehicles shall be maintained with a full set of tires (including a spare tire if originally equipped) for each vehicle. Tire pressure shall be maintained in accordance with the OEM or tire

manufacturer's recommendation.

- C. Tires shall always be matched (by brand, size, and tread pattern) on each axle. Tires shall meet the Revenue Vehicle manufacturer's load requirements. Tires shall not vary more than 3/32" between inner and outer tires and not more than 4/32" between curbside and roadside. Tires worn below 4/32 shall be replaced or the vehicle placed out of service.
- D. Tires shall be branded with serial numbers and tracked by vehicle number and installation position.
- E. Revenue vehicles originally equipped with low rolling resistance tires shall only have tires replaced with the same manufacturer and low rolling resistance model and rating as originally equipped.
- F. Recap, retread and/or re-grooved tires shall not be permitted on any Revenue Vehicle.
- G. When tire rims are damaged, the Proposer shall replace with like rims.
- H. Tires may not be removed for re-use on other vehicles from new vehicles that are stored awaiting service or from vehicles out of service.
- I. Snow tires shall be installed on all vehicles between October 15th and October 30th. Snow tires shall be replaced with standard tires between May 1st and May 15th.

11.6 PRE-TRIP AND POST-TRIP INSPECTIONS

Operators shall conduct a pre- and post-trip inspection of their assigned Revenue Vehicle. The Contractor shall maintain records of all pre- and post-trip inspections throughout the term of the Contract.

11.7 OUT OF SERVICE REQUIREMENTS

No vehicle shall be placed in Revenue Service if any deficiency listed in the following list has been identified. Out of Service Designations shall include:

- A. Tires with air pressure below 20% of recommended pressure.
- B. Tires with less than 4/32" tread depth.
- C. Inoperative emergency exits/doors/windows.
- D. Inoperative communications devices (CAD/AVL, Radio, Cameras).
- E. Inoperative, expired, or missing safety equipment.
- F. Revenue vehicle seats and interior components contaminated with bodily fluids.
- G. ADA Wheelchair kneeling features inoperable.
- H. ADA Wheelchair tie downs or seat sliders inoperable.

- I. Leaking and/or cracked hydraulic lines; oil lines, coolant lines, or fittings, seals, or joints with either a Class II or Class III leak, as outlined; unsecured wiring harnesses, and harnesses or hoses and lines that are rubbing or chafing.
- J. Inoperative Automatic fire suppression system.
- K. Any condition not in compliance with applicable federal or state Regulations.

11.8 VEHICLE SERVICING

Vehicle servicing shall occur at the intervals listed in the following table unless otherwise specified by the OEM.

Activity	Immediately	Daily	Weekly	30 Days	90 Days	Seasonally
Fueling		X				
Engine oil, coolant level in all reservoirs, windshield wiper fluid, hydraulic or power steering fluid, brake fluid, and transmission fluid check/add.		X				
Tire Inspection		X				
Lights, Flashers, and Wipers Check		X				
Interior sweeping		X				
Remove graffiti		X				
Exterior wash			X			
Wipe down of Operator compartment		X				
Free of noxious odors from cleaning, pest control or other products		X				
Repair upholstery damage			X			
Remove bodily fluids	X					
Clean and treat rubber or vinyl exterior components with preservative						X
Hand scrub wheel wells, flaps, engine compartment doors, exterior doors, handles, and latches, and any exterior seams or joints.				X		
Hand-clean all windows, destination signs, mirrors, and window tracks				X		
Cleaning of ceilings, sidewalls (all), escape hatches, mirrors, front and rear doors, luggage/storage				X		

compartments where present, all chrome/stainless railings, movable seat tracks, and interior light lenses.						
Clean all air conditioning vents				X		
Clean flooring areas with soap and water to include Operator's area, passenger area, wheel housing, steps and ramps/wheelchair lifts. Remove substances that have adhered surfaces				X		
Clean and sanitize all seat cushions and backs, by brushing and vacuuming. Removal of all gum and/or local spots and stains shall be required				X		
Pressure wash engine and undercarriage						X
Disassemble/clean/reassemble all overhead light covers						X
Steamclean all passenger and Operators seats; rear seating area lifted and cleaned underneath and around it.						X

11.9 BODY DAMAGE

The Contractor shall promptly repair all body damage. All repairs made shall be performed by competent repair facilities qualified to restore the damaged vehicle to its original configuration, appearance, and structural integrity.

11.10 EMISSIONS CONTROL PROGRAM

The Contractor shall perform and certify such tests of equipment required to meet local, State, and federal requirements related to exhaust smoke and engine emissions.

11.11 VEHICLE COMMISSIONING AND DECOMMISSIONING

Except as provided below, the Proposer shall be responsible for the acceptance, commissioning, decommissioning, and disposal of all Revenue Vehicles in coordination with SMART's Project Manager. Within 60 days of the Start of Service date, the Proposer shall provide a Vehicle Commissioning and Decommissioning Plan (VCDP) which shall be reviewed and approved by the SMART Project Manager. The VCDP shall include the following minimum Proposer responsibilities:

- A. Conducting pre-award reviews and post-delivery requirements in accordance with FTA requirements, including but not limited to Buy America certification, purchaser requirement certification, and Federal Motor Vehicle Safety Standards (FMVSS) certification. The Proposer shall provide a resident inspector, if necessary.
- B. On-site inspections including but not limited to interior and exterior finish and appearance,

drivetrain, suspension and steering, brakes, ADA equipment, and vehicle subsystems.

- C. Coordination with Technology Vendors of equipment upfitting or removal
- D. Road testing and operator training
- E. Receipt and review of vehicle documentation (manuals, warranties, etc.)
- F. Coordination and inspection of Revenue Vehicle mid-life overhaul or major systems replacement by a third-party vendor, if applicable.
- G. No Revenue Vehicle may be operated on public streets until the SMART Project Manager indicates their approval to do so.

SMART shall be responsible for tag and title processes for all newly acquired or decommissioned Revenue Vehicles.

Section XII. Fuel and Fueling

12.1 IN GENERAL

- A. Subject to the provisions in Section X, SMART shall provide for all diesel and unleaded fuel for Revenue and Service and Support Vehicles. The primary fueling facilities for SMART services shall be at the Norwood Bus Barn or San Miguel County Deep Creek fueling facility.
- B. SMART will provide all operating, administrative and accounting procedures that the Contractor must follow related to vehicle fueling.

12.2 CONTRACTOR RESPONSIBILITY

The Contractor shall:

- A. Furnish and install diesel exhaust fluid (DEF).
- B. Maintain accurate dates of fueling, mileage and fuel dispensed records, including the name(s) of individuals dispensing fuel, for each vehicle fueled.
- C. **Under no circumstances shall a proposer owned vehicle be fueled at either the Norwood Bus Barn or the Deep Creek fueling facilities.**

To the extent that Proposers uses its own Vehicles as Revenue Vehicles, the Proposer shall be responsible for fueling. SMART shall provide WEX cards for this purpose if fuel is needed for SMART activities.

12.3 VEHICLES

SMART shall provide Revenue Vehicles as described in the Rolling Stock Status Report as of the date of the beginning of the contract.

- A. All Revenue Vehicles shall be maintained by Proposer. The Proposer shall coordinate all maintenance activities directly with SMART's Project Manager, including installation of any specialty equipment needed to perform the services required by this Contract. SMART shall supply such materials as may be necessary for the Revenue Service Vehicles such as but not

limited to spill kits, first aid kits, fire extinguishers, etc.

- B. Unless otherwise agreed to by the parties, SMART shall be responsible for acquisition of any new Revenue Vehicles. Nothing in this section shall prohibit the Proposer from using its own vehicles for SMART Routes should SMART Revenue Vehicles be unavailable.
- C. The Proposer shall be responsible for delivering or towing Revenue Vehicles to a fleet management site or to a SMART-designated vendor for repair.
- D. To the extent a SMART Revenue Vehicle is not available due to damage, repair, or maintenance, SMART shall provide a spare or proposer may provide such vehicle at SMART's expense. The instances of use and rates are subject to approval of the SMART Project Manager. Any vehicle supplied by the Proposer for SMART routes shall be clearly signed or marked in such a manner that customers recognized the vehicle as operating in SMART service. Any signs or markings used as such must be approved by the SMART Project Manager in advance.

Section XIII. Customer Service

13.1 CUSTOMER SERVICE AND RELATIONS

The proposer shall:

- A. Ensure that all SMART customers are treated with dignity, respect, civility, and professionalism by the Proposer's employees and subcontractors.
- B. Cooperate and comply with reasonable requests by SMART to distribute notices, schedules, or other promotional materials to passengers in connection with the Services.
- C. Assist SMART with the review, investigation, and responses to all customer and public inquiries, complaints, requests, and commendations within five Business Days of receipt.
- D. Attend a reasonable number of public meetings convened by SMART, elected officials, community organizations, or others as requested by the SMART Executive Director to receive feedback and input on SMART services.
- E. Ensure that all Representatives are knowledgeable of all aspects of the SMART service including routes, locations of stops, fares, connecting services, and special programs; ensure that all Representatives have general knowledge of aspects of other area mobility options.
- F. In the future, SMART may choose to install service alerts on Swiftly. If and when this should occur, Proposer and SMART shall share responsibilities for updating service alerts in a manner that will be negotiated when the times comes.

13.2 COMPLAINTS AND INQUIRIES

- A. In general, all customer inquiries and complaints are logged and will be referred to the Proposer by the SMART Project Manager; however, the Proposer shall also log any customer inquiries and complaints directly received by mail, phone, email, social media, or in person.

- B. Proposer shall thoroughly review, investigate, and respond to all complaints and inquiries within five (5) Business Days. Proposer shall provide a monthly log of complaints and inquiries to the SMART Project Manager along with a description of the action(s) taken to resolve the complaint or inquiry, as appropriate.
- C. Complaints regarding service planning or other matters outside the purview of this Contract shall be referred to the SMART Project Manager for review, investigation, and response.

13.3 MARKETING

- A. In general, SMART is responsible for developing and implementing marketing activities ideas to increase awareness and benefit of SMART services, and for specific subgroups, geographic areas, new services, and programs as may be proposed by the Strategic Operating Plan.
- B. In addition, the Proposer may be asked to operate Revenue Vehicle(s) (not in service) for public special events as requested by the SMART Project Manager. Only extending hours on existing routes would be requested. Areas not currently served by existing SMART routes will be not considered.

13.4 MEDIA RELATIONS

- A. Unless otherwise directed by the SMART Project Manager, the Proposer shall notify the SMART project manager of and promptly respond to all media inquiries regarding SMART services except when such inquiries relate to SMART policy or budget issues matters outside of the Proposer's responsibilities. Such inquiries shall be directed to the SMART Project Manager.
- B. The Proposer shall cooperate with SMART in responding to all Colorado Open Records Act (CORA) requests in accordance with the SMART Open Records Policy.

Section XIV. Safety, Security and Emergency Management

14.1 IN GENERAL

The Proposer shall be responsible for achieving the highest practical level of security throughout the SMART system, including for all passengers and employees, Revenue Vehicles, Service and Support Vehicles, Equipment, and maintenance facilities.

14.2 CHIEF SAFETY OFFICER

The Contractor shall designate a full-time Chief Safety Officer no later than 14 Days prior to the beginning of the contract. The Safety Manager shall have completed the Public Transportation Safety Certification Training Program (PTSCTP) or be in process of attaining certification within ninety (90) Days of the Start of Service.

14.3 EMERGENCY PLANNING AND RESPONSE

At the request of the SMART Executive Director or an Authority Having Jurisdiction, the Contractor shall:

- A. Participate in local and regional safety and security planning, development, and exercises at the regional level.
- B. Mobilize such resources as may be reasonably available in support of emergency operations in San Miguel County or adjacent jurisdictions.

Section XV. Fare Collection and Management

15.1 FARE COLLECTION

At the start date of this contract, fare collection on the Nucla/Naturita, the Norwood, the Down Valley and Rico Routes are active and the Proposer has the responsibility to collect cash fares and pre-purchased tickets from passengers.

- A. The drivers employed by the Proposer shall ensure that each passenger pays the appropriate fare upon boarding. SMART sells ticket books. Each ticket is worth one dollar (\$1.00). Tickets shall be collected in accordance with the cost of the fare. Passes may be available in the future. Should that occur, drivers employed by Proposer shall be responsible for ensuring that passes are valid.
- B. If a Bus Operator is observed not collecting fares and through investigation it is determined that it was not in SMART's best interest to not collect the fare, then Proposer will be required to reimburse SMART for the lost fare revenue calculated as follows:
 - a. Average daily fare collection for the prior 30 days on the run less total fares collected on the run where the failure occurred.
 - b. For example, if the Norwood Route, on average sees \$80 in fare revenue per day collected, but on the day of the violation, the fares collected on the Norwood Route were \$40, then Proposer shall reimburse SMART in the amount of \$40.

15.2 REVENUE MANAGEMENT AND SECURITY

- A. The Proposer shall:
 - a. Provide security for revenue on-hand.
 - b. Not leave any cash in any Revenue Vehicle overnight or when the vehicle is transported to an off-property garage or site.
 - c. Provide a monthly reconciliation of fares paid to drivers.
- B. SMART shall:
 - a. Conduct periodic audits of the Proposer's revenue collection procedures and reports and may require changes as necessary to ensure the proper handling and accounting of revenues.
 - b. Pay all bank fees and charges associated with the account designated for deposit of fare revenues.

Section XVI. Performance Standards

16.1 PERFORMANCE STANDARDS

- A. Services provided by the Proposer shall be operated at a high quality to the customer. The performance standards listed in the table included in this section shall be eligible for incentive payments or liquidated damages monthly.
 - a. Preventive maintenance will be logged by the Proposer in Samsara or some other Fleet Management software and shared monthly with SMART Personnel.
 - b. Proposer will be responsible for ensuring that ADA equipment is functional and that drivers are adequately trained to utilize equipment on demand. SMART personnel may

- ask Proposer's employees to demonstrate that they are able to use ADA equipment.
- c. Vehicle cleanliness will be determined by observation.
 - d. All vehicle crashes are to be reported by the Proposer.
 - e. SMART will track performance monthly on Swiftly Real-Time Passenger Information and Next Generation and Transit Analytics. Monthly performance reports shall be shared and discussed with Proposer. If the Proposer does not agree with aspects of the performance reports, performance shall be verified on the Proposer's GPS tracking device.
- B. Contractor acknowledges the difficulty in precisely defining the damages to SMART and acknowledges and agrees that the defined amount of liquidated damages is a reasonable approximation thereof for SMART's potential losses related to useful life of vehicles, additional performance oversight, responding to customer concerns elevated above the protocols established herein and otherwise.
 - C. Performance Standards shall be jointly evaluated at the beginning of each Contract year and may be adjusted by written agreement with the SMART Executive Director adjusted to conform to the annual goals of SMART. Any update to the Performance Standards shall be agreed upon no later than 30 days prior to the start of each contract year.
 - D. Liquidated damages shall not be assessed for failure to meet Performance Standards if they are judged to be the result of events that are outside the control of the Proposer.
 - E. The assessment of Liquidated Damages as provided under this Contract shall in no way whatsoever relieve the Proposer of its obligations to provide the Services required by the terms of this Contract. Assessment of Liquidated Damages for any violation(s) on one or more occasion does not constitute a waiver of SMART to terminate the Contract for any violations on any other occasions. Remedies described in this paragraph and in the Termination of Agreement for Default clause shall be cumulative and not alternative.
 - F. Performance incentives shall be capped at 1.5% of total Revenue Service Hour payments annually.

16.2 INCENTIVES AND LIQUIDATED DAMAGES

Activity	Basis of Measurement	Begins	Incentive	Liquidated Damages
Preventive Maintenance Inspections	Total Inspections Due	Contract Start Date	None	\$500 per instance where a preventative maintenance was not performed in the required interval. \$1,000 if non-performance led to a breakdown.
ADA Compliance	Observation	Contract Start Date	None	\$100 per instance if a wheelchair ramp or kneel feature does not function when requested by a

				passenger or requested by SMART personnel while the bus is in Revenue Service. \$1,000 per instance where Bus Operator behavior causes a violation of ADA requirements.
Vehicle Cleanliness	Observation	Contract Start Date	None	\$50 for each Revenue Vehicle placed in Service with bodily fluids that have not been cleaned up.
Preventable Vehicle Crashes per 100,000 miles	Reports	Contract Start Date	None	\$1,000 per preventable crash more than 1.1 per 100k miles
On-Time Performance – Late Departure*	Swiftly	Contract Start Date	\$1000 per month for 95% on-time performance across all routes.	\$250 per month per route if the avoidable lates exceed 10%.
On-Time Performance – Early Departure*	Swiftly	Contract Start Date		\$100 per instance of an early departure from a scheduled stop.
On-Time Performance – Misses Departure*	Swiftly	Contract Start Date		\$200 per stop, \$300 per route*.

Late* - On the Nucla/Naturita, Norwood, Down Valley and Rico Routes, the bus is considered late if it arrives at a stop more than 10 minutes after the scheduled time. On the Lawson Hill/Telluride, Lawson Hill/Mountain Village, Offseason and Offseason Express Routes, the bus is considered late if it arrives at a stop more than five minutes after the scheduled time.

Early* On all routes, a bus is considered to have left early if it leaves the stop more than thirty seconds prior to the scheduled departure time.

Misses* A miss on the Nucla/Naturita, Norwood, Down Valley and Rico routes is defined as when an entire route is missed and there is no reasonable excuse (road closures, accidents, mechanical difficulties) A miss on the Lawson, Lawson/Mountain Village, Offseason and Offseason Express without a reasonable excuse is a loop. A loop is defined as starting and ending at the point of origin. Misses will be verified on both Swiftly and Samsara or other GPS tracking devices.

Section XVII. Management Plan and Reporting Requirements

17.1 IN GENERAL

- A. The Proposer shall maintain detailed plans for and records of its activities throughout the term of the Contract, sufficient for SMART to comply with all local, state, and federal requirements; enable thorough performance monitoring; and provide transparency to SMART Board members and the public.
- B. The Proposer shall have the following general responsibilities, each of which is further described below. In the case of discrepancy of the content, frequency, or other details of required reports with other Technical Provisions, the specific Technical Provision shall prevail.
 - a. Management Plans
 - b. Operations & Maintenance
- C. All necessary records shall be kept in accordance with the FTA Uniform System of Accounts guidance dated October 11, 2016.
- D. The Proposer shall provide reports in a format agreed upon with the SMART Project Manager at the level of detail, frequency, and distribution provided in the table included in this section.

17.2 ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

The Proposer shall provide for an Electronic Document Management System (EDMS) which:

- A. Shall be an organized and searchable repository for all records required by this Contract, except for those documents which are required to be maintained through the computerized maintenance management system or CAD/AVL system, or other independent systems approved by the SMART Project Manager.
- B. Provide for automated workflows where reviews, comments, and approvals for SMART or staff are required.
- C. Shall be used for the submittal of invoices.
- D. May provide credentialed, limited, or read-only access to SMART staff and subcontractors as may be necessary to protect the privacy of individuals or confidentiality of information insofar as may be required by law.
- E. The Proposer shall identify its EDMS for the SMART Project Manager's Review and Comment within 14 days of Notice of Intent to Award. Notwithstanding the above, all documents generated during the transition and start-up period shall be maintained in the EDMS.

17.3 MANAGEMENT PLANS

The Contractor shall provide Management Plans as provided throughout the Technical Provisions and summarized in the table included in this section.

Plan	Due Date	Document Review Type		Update Frequency
		Approve	Comment	
Major Service Change Implementation Plan	30 days from notice by SMART	X		-
Operations & Maintenance Facility Plan	30 days after start of service	X		Annually
Fare Collection Plan	Contract Start Date	X		-
Employee Training Plan	14 days prior to start of service		X	At Proposers discretion with input from SMART
IT Asset Management and Cyber Security Plan	14 days prior to start of service	X		Annually
Public Transportation Agency Safety Plan	Review and update existing plan 60 Days following Start of Service	X		Annually
Quality Management Plan	14 days prior to start of service	X		Annually
Minor Service Change Implementation Plan	10 days from Notice by SMART	X		-
Computerized Maintenance Management System	14 days prior to start of service		X	Annually
Electronic Document Management System	14 days prior to start of service		X	-
Revenue Fleet Maintenance Plan	14 days prior to start of service	X		Prior to implementation of any material change
Plan for Vehicle Commissioning and Decommissioning	As needed	X		As needed

17.4 REPORTS

Reports shall be filed in accordance with Schedule for Reporting - Exhibit 4.

17.5 RETENTION OF AND ACCESS TO RECORDS

The Proposer shall retain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract. In the event of litigation claim, negotiation, audit, or other action involving the records has been started before expiration of the three-year period are subject to the provisions of 49 CFR 18.42. Records involving SMART operations shall be available on request to SMART staff.

Section XVII. Insurance

18.1 FORMS AND AMOUNTS

The Proposer must indicate in the submittal letter and as a condition of contract award, that they will provide proof of insurance from the Proposer's insurance carrier. The Proposer shall, at its own expense, obtain and keep in force liability insurance during the term of the contract. The Proposer shall furnish evidence to SMART within fifteen (15) calendar days of receipt of notice of award, in the form of a Certificate of Insurance, that insurance will be provided.

Proposer shall carry insurance in the amounts listed in this section. This section of the proposal must include information on current policies, including the companies providing the insurance and the amounts of current policies. The Proposer must state that it currently holds insurance that meets or exceeds the limits set forth below or agree to acquire the necessary insurance within fifteen (15) calendar days of notice of award.

- A. Workers' Compensation coverage in the amounts required by Colorado State law.
- B. Comprehensive General Liability coverage shall be maintained in amounts not less than \$5,000,000 per occurrence for personal injury and property damage. Such policy shall contain a provision insuring the contractual liability. SMART shall be named as additional insured on this policy.
- C. Automobile coverage shall be provided on an occurrence basis, in a form and substance reasonably acceptable to SMART. The Comprehensive Automobile Liability Policy must provide coverage for all owned, hired, rented, and non-owned automobiles. The Comprehensive Automobile Liability Policy must be written with a combined single limit of not less than \$5,000,000 for each occurrence of bodily injury and/or property damage. SMART and the State of Colorado shall be named as additional insureds on this policy.
- D. For SMART vehicles to be used during the term of the contract, collision insurance shall be maintained on the SMART owned buses which will be leased by the SMART to the contractor. Liability insurance as described above as well as collision insurance shall be maintained on buses purchased in the future for the service described in this RFP for an amount equal to the replacement value of the buses (please note that the initial cost of possible new buses is anticipated to be approximately \$650,000.) SMART shall reimburse the contractor for the additional cost to insure replacement buses.

18.2 ADDITIONAL PROVISIONS

The required insurance policies shall include the following provisions:

- A. Additional Insured. SMART and all authorized contract users shall be specifically named as an additional insured or insured(s) on all policies. All policies shall be primary over any other valid and collectable insurance.
- B. Material Changes. A thirty (30) calendar day written notice shall be given to SMART prior to termination of or any material change to the policy(ies) as it relates to this contract.
- C. Certificate of Insurance. Proposer agrees to provide SMART a Certificate of Insurance evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Proposer's insurer. If Proposer receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein or receives notice that coverage no longer complies with the insurance requirements herein, Proposer agrees to notify SMART within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

SMART
Attn: Executive Director
PO Box 3140
Telluride, CO 81435

- D. All primary insurance carriers must be authorized to do business in Colorado.
- E. The Proposer shall require all subcontractors performing work under this contract to carry insurance to the types and with limits of liability appropriate and adequate for the scope of work. The Proposer will obtain and make available for inspection by SMART the certificates of insurance evidencing insurance coverages carried by such subcontractors.
- F. SMART shall be exempt and in no way liable for any sums of money that may represent a deductible or self-insured retention for any insurance policy. The payment of such is the sole responsibility of the Proposer. Should any of the coverage provided within the terms of this Contract be self-funded or self-insured, the Proposer will provide SMART a copy of the Certificate of Insurance and other applicable documentation from the Colorado Division of Insurance.
- G. If at any time during the Contract term the Proposer fails to secure or provide proof of insurance required above, SMART reserves the right, but not the obligation, to find the Proposer in default of this contract.

Section XIX. Transition Plan

19.1 TRANSITION PLAN

In the event that this solicitation results in the selection of a new vendor for the services identified in this RFP, the following shall apply:

- A. Within 14 Days of Notice of Intent to Award, the Proposer shall update the Transition Plan initially provided in the Offer and submit to the SMART Project Manager for review and comment. The Transition Plan shall contain sufficient detail for SMART to understand processes, resources, personnel, and timelines necessary to achieve an effective and smooth transition and start-up process for the Proposer to assume responsibility for all required operations and maintenance by the Start of Service Date.
- B. The transition plan must include:
 - a. Contact information for the Proposer's Key Personnel, primary corporate representative, and all other corporate discipline leads (human resources, IT, etc.) involved in the transition.
 - b. A schedule of all transition activities using a Gantt chart or critical path methodology.
 - c. A risk management matrix that identifies potential problems during the transition period along with a descriptive plan for mitigating these problems.
 - d. A matrix of all plans required in the Technical Provisions and the status of development and comment or approval by SMART, as applicable.
 - e. The Proposer's staffing plan, status of hiring and onboarding personnel including drug and alcohol testing, background checks, and training activities.
 - f. A matrix of all required permits, licenses, insurances, and the status thereof.
 - g. The designation of third-party auditors for Vehicles, Equipment, and Inventory and the status of audits, if any.
 - h. A budget for use of the Allowance for Transition and Start Up.
- C. The Proposer shall submit a status report on the Transition Plan to the SMART Project Manager by 2:00 PM on each Friday until the Start of Service and on a schedule mutually agreed upon thereafter. The update shall identify any actions necessary by SMART to ensure the smooth transition of responsibilities.

19.2 STATUS, AUDIT AND REPAIR OF REVENUE VEHICLES AND EQUIPMENT

- A. SMART warrants the number and status and condition of all Revenue Vehicles and Equipment as provided in the Reference Documents as of the Contract Start Date
- B. The Proposer may elect to have an independent third-party perform an initial and final inspection of Vehicles, Equipment, Facilities, and Inventory to be assigned to the Proposer as of the Start of Service. The Proposer may designate the independent third-party auditor(s) subject to SMART's approval which shall not be unreasonably withheld. The cost of the inspections shall be shared equally by SMART and the Proposer (with the Proposer's share being charged against the Transition and Start-Up Allowance.)
- C. The Independent Third-Party Auditor shall provide an Initial Inspection Report to SMART and the Proposer. The Initial Inspection Report shall contain price estimates to return all vehicles, facilities, and equipment to state of good repair standards established in the National Transit

Database as of the Setting Date, except as may be jointly agreed up by SMART and the Proposer.

- D. The Proposer and SMART shall jointly develop a plan for completing the repair work either by their respective forces and/or by reimbursement of the Proposer by SMART. Said plan shall be reviewed and approved by SMART. Any disputes in developing the repair plan shall be resolved by the SMART Project Manager. Unless otherwise agreed to, all repairs shall be completed by the Start of Service date.
- E. A final turnover inspection shall occur at a time mutually agreed upon by SMART and the Proposer and shall:
 - a. Include a physical re-examination of the vehicles, facilities, and equipment inspected during the Initial Turnover Inspections with a focus on defects identified on the Initial Turnover Inspection.
 - b. Identify any additional repairs that may be needed due to conditions that arose following the initial turnover inspection.
 - c. Be documented by the Independent Third-Party Auditor which shall indicate:
 - i. A determination as to whether the repair work required to be performed pursuant to the Initial Inspection Report is in fact complete.
 - ii. Revised condition assessment of all Vehicle, Equipment, Facilities, and Inventory including corrective action cost estimates to return vehicles to a state of good repair.
 - iii. Repair cost estimates for additional items needing repair not identified in Initial Inspection Report
 - iv. Any repairs required following Final Turnover Inspection shall be handled in accordance with above referenced procedures; however, the cost of all repairs from the final turnover inspection shall be paid as a debit by SMART to the Proposer on the monthly invoice.
- F. Notwithstanding the above, the Proposer:
 - a. Shall make reasonable efforts to perform the remaining repairs using its own personnel during regular working hours such that additional costs are not incurred by SMART.
 - b. Shall only be paid for remaining work repairs completed during the first sixty (60) days of the Contract. Any outstanding or deferred maintenance work that remains uncompleted at the end of the agreed upon repair schedule shall be considered the responsibility of the Contractor and shall be completed at the Proposer's expense, unless otherwise agreed to in writing by the SMART Project Manager.

19.3 ALLOWANCE FOR TRANSITION AND START UP

- A. The Proposer shall be permitted up to \$40,000 for expenses related to the transition from the Preceding contractor. All expenses will be paid to the Proposer on a reimbursement basis as a separate line item in each monthly invoice.
- B. Transition and start-up expenses may be incurred from the date of issuance of the Notice of Intent to Award through 120 days from the effective date of the Contract
- C. Allowable transition and start-up expenses may include: wages of personnel for onboarding and training; the direct expenses of the Proposer's corporate personnel involved in onboarding and

training; office space and related expenses for the transition if such space cannot be reasonably provided by SMART; auditing of Vehicles, Inventory, and other items agreed upon by the SMART Executive Director as being specifically necessary and related to the transition. Any and all requests for reimbursement of allowable transition and start-up expenses must be accompanied by complete and appropriate documentation as determined at the discretion of SMART.

- D. Unallowable transition and start-up expenses include corporate overhead and profit; salaries and benefits of corporate personnel involved in the transition; ordinary legal expenses of negotiating the Contract; relocation expenses of Key Personnel; or other costs determined by the SMART Executive Director as not being specifically necessary and related to the transition.

19.4 START OF SERVICE

- A. Not less than 48 hours prior to the Start of Service, the Contractor shall certify in writing to the SMART Project Manager that the Proposer is able to provide all services required by and in accordance with the Contract.
- B. If the Proposer is unable to fully certify that the Proposer is able to provide all services required by and in accordance with the Contract, the Proposer shall specifically identify any anticipated deficiencies and provide a corrective action plan and timeline to meet all Contract requirements.
- C. If the SMART Executive Director determines that any deficiencies are caused by the Proposer's actions, inactions, or negligence the Proposer, then a Discretionary Reopener may be initiated to determine the costs not incurred by the Proposer and an appropriate credit to SMART for such costs as they would apply on a per Vehicle Revenue Hour basis.

Exhibit 1 Uniform Guidance Contract Clauses for Federal Funding (UGCCFF)

(A) Cumulative Nature of These Clauses; Conflicts with Other Clauses. It is intended that the clauses in this document, Uniform Guidance Contract Clauses for Federal Funding (“UGCCFF”), are to be in addition to other clauses in this contract. The clauses in this UGCCFF will control in case of conflict with other clauses in this contract except for those additional clauses, if any, provided in this contract at the direction of the federal awarding agency or pass-through agency; clauses provided by such direction will control over this UGCCFF. A termination for cause clause elsewhere in this contract (not in this UGCCFF) will control over the termination for cause clause in this UGCCFF.

(B) Termination.

- (1) Termination for Cause; Default.** Each of the following is included as an example of a default by the contractor under this contract:
- (i) The contractor made a false statement or omitted information in the proposal or bid, such that if SMART had known of its falsity or of the facts before contract award, there would have been a reasonable possibility that SMART would not have made the award to the contractor;
 - (ii) The contractor fails to observe or perform one or more of its contractual duties, and the failure continues 15 days after SMART gives written notice describing the failure in reasonable detail; however, if failure requires performance that cannot by its nature be completed within such 15-day period, the failure does not constitute a default for purposes of this subsection “ii” as long as the contractor begins curing the failure to perform one or more of its contractual duties before or during the 15-day period and diligently and continuously carries out the cure to completion;
 - (iii) The contractor files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or files a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy act or any other applicable laws, or seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the contractor, the contractor’s interest in this contract, or of any substantial part of its property;
 - (iv) A proceeding against the contractor seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy act or any other applicable law is not dismissed within 60 days after its commencement;
 - (v) A trustee, receiver, or liquidator of the contractor, the contractor’s interest in this contract, or of any substantial part of its property, is appointed, and the appointment is not vacated or stayed within 30 days; or
 - (vi) A levy under execution or attachment is made against the contractor or any of its property and the execution or attachment is not vacated or removed by court order, bonding, or otherwise within 60 days.
- (2) Termination for Cause; SMART’s Remedies on Default.** Upon the contractor’s default, SMART is entitled to all remedies lawfully available, including all of the following to the extent they are applicable:
- (i) SMART may proceed with remedies available under any performance bond, letter of credit, or other security.
 - (ii) SMART may proceed with legal action, including obtaining damages and specific performance.
 - (iii) SMART may give written notice stating that the contract or the services of the contractor shall terminate on the date described in such notice. Such termination shall not be deemed to impliedly renounce, discharge, or waive any remedy, including claims in damages for breach.

Note on subsections (C) – (Q). In subsections (C) – (Q) below, where an obligation must be imposed on any subcontractors, changes in language may be made in the subcontract as shall be appropriate to properly identify the parties and their obligations.

(C) Equal Employment Opportunity. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FEDERAL AWARDING AGENCY may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and

Exhibit 1 Uniform Guidance Contract Clauses for Federal Funding (UGCCFF)

selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL AWARDING AGENCY may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL AWARDING AGENCY may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42

U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL AWARDING AGENCY may issue.

(D) Davis Bacon Act and Copeland Anti-Kickback Act. (1) If this contract is a prime construction contract in excess of \$2,000, and if federal program legislation requires a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction,") this Davis Bacon Act and Copeland Anti-Kickback Act clause applies to this contract. (2) In accordance with the statute, the contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the wage determination made by the Secretary of Labor. In addition, the contractor is required to pay wages not less than once a week. By signing this contract, the contractor accepts the wage determination. (3) The contractor must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). If the Act, as supplemented by said regulations applies to this contract, then under 40 U.S.C. 3702 of the Act, the contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

(F) Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the Federal Awarding Agency and the Department of Labor, and the

Exhibit 1 Uniform Guidance Contract Clauses for Federal Funding (UGCCFF)

Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

(G) Rights to Inventions Made Under a Contract or Agreement. If the Federal award applicable to this contract meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(H) Clean Air Act and the Federal Water Pollution Control Act, as amended. If this contract or the subgrant is in excess of \$150,000, the contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees: 1) It will not use any violating facilities; 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" 3) It will report violations of use of prohibited facilities to the Federal Awarding Agency; and 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

(I) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor and subcontractors of all tiers shall include the substance of this section in every subcontract so that it will be binding upon subcontractors of all tiers, with a clause requiring subcontractors of all tiers to include the substance of this section in every lower tier subcontracts. The contractor shall be responsible for compliance by subcontractors of all tiers with the substance of this section.

(J) Byrd Anti-Lobbying Amendment, CONTAINING CERTIFICATION BY CONTRACTOR AND SUBCONTRACTORS OF ALL TIERS. Unless this is a contract for which such certifications are not required by 31 U.S.C. 1352 (the Byrd Anti-Lobbying Amendment) or 2 CFR 200 Appendix II, every contractor and subcontractor of every tier certifies, by signing a contract containing this section, to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also immediately disclose to SMART any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. If requested by SMART, each tier shall promptly complete, sign under oath, and return to SMART the forms SMART will provide regarding the tier's lobbying or the tier's use or non-use of Federal funds relevant to this paragraph. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor and subcontractors of all tiers shall include the substance of this section in every subcontract so that it will be binding upon subcontractors of all tiers, with a clause requiring subcontractors of all tiers to include the substance of this section in every lower tier subcontract. The contractor shall be responsible for compliance by subcontractors of all tiers with the substance of this section.

(K) Procurement of Recovered Materials. The contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(L) Access to Records and Reports; Retention of Records

- (1) The contractor agrees to permit, and require its subcontractors to permit, the granting federal agency, and the Comptroller General of the United States, and, to the extent appropriate, the State of Colorado, SMART or their authorized representatives, upon their request to inspect all project work records, documents, papers, materials, payrolls, and other data, and to audit the books, records, and accounts of the contractor and its subcontractors pertaining to the project.
- (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Exhibit 1 Uniform Guidance Contract Clauses for Federal Funding (UGCCFF)

- (3) The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after that SMART makes final payment and all other pending matters are closed, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the Comptroller General, granting federal agency, state agency, SMART or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.
- (M) Bond Requirements.** Contracts or subcontracts for construction or facility improvement exceeding the Simplified Acquisition Threshold set by the Federal Acquisition Regulation (FAR) at 48 CFR part 2, subpart 2.1, shall be subject to the bidding and bid, performance and payment bonding requirements of N.C. Gen. Statute § 143-129 *et seq.* and Article 3 of Chapter 44A (N.C.G.S. 44A-25 *et seq.*) of
- (N) Domestic Preference.** The Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts and purchase orders for work or products under this agreement. (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (O) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Contractor and subcontractor must comply with 2 C.F.R 200.216 which prohibits the obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract to procure or obtain equipment, services, or systems that uses equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Video surveillance and telecommunications equipment produced by Hytera Communications corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or connected to, the government of a covered foreign country are also prohibited.
- (P) Disadvantaged Business Enterprise (DBE). Disadvantaged Business Enterprise.** Contracts over \$3,500 awarded on the basis of a bid or proposal offering to use DBEs.
- This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient’s overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
 - The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
 - If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
 - If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
 - The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by the recipient and contractor’s receipt of the partial retainage payment related to the subcontractor’s work.
 - The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.
- (Q) Conflict of Interest.** Contractor shall maintain written standards of conduct covering conflicts of interest and governing

Exhibit 1 Uniform Guidance Contract Clauses for Federal Funding (UGCCFF)

the actions of its employees engaged in the selection, award, and administration of contracts in conformance with 2 CFR 200.318(c). Contractor shall immediately disclose in writing to SMART any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112. The contractor shall comply with all applicable conflicts of interest laws including N.C.G.S. § 133-32 and 23 C.F.R. § 1.33.

The contractor does hereby certify that it has not entered into and, during the lifetime of the contract, will not enter into any agreement with a third-party affording the contractor, or any subcontractors that they may hire, with any direct or indirect financial interest in the outcome of the project, except with regard to the project development, human and natural environmental and/or engineering services associated with this contract.

- (i) Pursuant to N.C.G.S. § 133-1, the contractor will not knowingly specify building materials, equipment, or other items that are manufactured, sold or distributed by any firm or corporation in which the designer has a financial interest.
- (ii) Pursuant to N.C.G.S. § 133-2, the contractor will not employ or allow manufacturers or their representatives or agents to write, plan, draw, or make specifications for such public works.
- (iii) The contractor does hereby certify that it does not have any potential conflict of interest with any entity involved with the project. Any potential conflict of interest shall be disclosed immediately to SMART.

(R) Determination of allowable costs in accordance with the Federal cost principles. The contractor agrees to comply with established principles and standards for determining costs incurred under the contract pursuant to the cost principles established for state and local governments pursuant to OMB Circular A-87 Revised.

Exhibit 2 Standard Clauses of FTA Contracts

It is intended that the clauses in this document, Federal Transit Administration Specific Clauses (“FTASC”) are to be included with the UGCCFF clauses when the contract includes Federal Transit Administration (FTA) funding. As with the UGCCFF clauses, these FTASC clauses are to be in addition to other clauses of this contract and will control in case of conflict with other clauses, including conflicts with the UGCCFF clauses.

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

(B) Intellectual Property Rights

This clause applies to projects funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party. (a) Any subject data developed under the Contract, whether or not a copyright has been obtained; and (b) Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

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

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

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

(C) Buy American Requirement. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects

Exhibit 2 Standard Clauses of FTA Contracts

are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. The Contractor must submit to SMART the appropriate Buy America certification with its bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

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

(E) No Government Obligation to Third Parties. The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

(G) Safe Operation of Motor Vehicles.

Seat Belt Use: The Contractor is encouraged to adopt and promote 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. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or SMART.

Distracted Driving: The Contractor 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 Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

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

(I) Substance Abuse Requirements.

If this contract is subject to the requirement of 49 C.F.R. part 655, Contractor must agree to comply with one of the following substance abuse testing options, in consultation with SMART.

SUBSTANCE ABUSE TESTING Option 1

The Contractor agrees to participate in AGENCY's drug and alcohol program established in compliance with 49 C.F.R. part 655.

SUBSTANCE ABUSE TESTING Option 2

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the

Exhibit 2 Standard Clauses of FTA Contracts

United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado or SMART, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

SUBSTANCE ABUSE TESTING Option 3

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or SMART, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*. The Contractor agrees further to [Select a, b, or c] (a) submit before [insert date or upon request] a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt [insert title of the Policy Statement the recipient wishes the contractor to use] as its policy statement as required under 49 C.F.R. part 655; OR (c) submit for review and approval before [insert date or upon request] a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: [to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium].

(J) Geographic Preference. All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

(K) Veterans Preference. As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
- (2) Will not require an employer to give a 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 a former employee.

(L) Architectural Engineering and Related Services. When procuring architectural engineering or related services supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53 or provided in any other law requiring the Award to be administered under 49 U.S.C. chapter 53, the Recipient agrees to comply and assures that each of its Subrecipients will comply with 49 U.S.C. § 5325(b).

(M) School Bus Operations. For contracts involving the operation of public transportation, the Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

(N) Public Transportation Employee Protective Arrangements. For contracts involving transit operations by a FTA transit operator, the Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations

Exhibit 2 Standard Clauses of FTA Contracts

that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

(O) Pre-Award and Post-Delivery Audits of Rolling Stock Purchases. For contracts involving the purchase of revenue service rolling stock, the Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

(P) Bus Testing. For contracts relating to the purchasing or leasing of busses, Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

(Q) Cargo Preference Requirements. For contracts involving equipment, materials, or commodities that may be transported by ocean vessels, the Contractor agrees:

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

(R) Charter Services. For contracts involving the operation of public transportation services, the Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

(S) Fly American. This clause applies to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation.

- a) *Definitions.* As used in this clause--
 "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

Exhibit 2 Standard Clauses of FTA Contracts

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- b) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- c) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.
[State reasons]:

(End of statement)

- d) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

Exhibit 3 Bid Form

Description of Cost	Estimated Hours	Cost per Hour	Total Cost
<p>Driver Wages – All costs associated with trips including but not limited to:</p> <ul style="list-style-type: none"> ○ Pre-trip inspections ○ Washing buses ○ Interior cleaning of buses ○ Travel associated with driver travel to route origins ○ Deadheading of vehicles ○ Payroll taxes 			
<p>Staff Wages - All costs associated with SMART functions including but not limited to:</p> <ul style="list-style-type: none"> ○ Key management personnel ○ Dispatch operations personnel ○ Administrative personnel ○ Payroll taxes 			
<p>Vehicle Maintenance and Repair – Vehicle maintenance and repair shall be paid based on Time and Materials. Proposer is responsible for tracking hours spent and cost of parts and providing invoices monthly to SMART detailing what was done and how much time it took.</p>			
<p>Insurance - All costs associated with insuring SMART operations including but not limited to:</p> <ul style="list-style-type: none"> ○ Workmen’s Comp ○ General Liability ○ Commercial Auto (for SMART vehicles) ○ Umbrella Insurance ○ Insurance related to Proposer’s facilities 			

Authorized Signature:

Title:

Date:

Exhibit 4 Schedule for Reporting

Operations and Maintenance	Detail Level				Reporting Frequency							Provide To		
	By Stop	By Route	System-Wide	Detailed by Occurrence	Immediate	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually	SMART Project Manager	Maintain on File	Regional Information Center
Scheduled Trips		X	X			X	X	X	X	X	X	X		
Missed Trips	X	X	X			X	X	X	X	X	X	X		
Revenue Hours		X	X			X	X	X	X	X	X	X		
Ridership	X	X	X			X	X	X	X	X	X	X		X
Detours & Deviations		X		X	X							X		
Vehicles out of Service			X			X	X	X	X	X	X	X	X	
Road Calls				X				X	X	X	X	X	X	
Incidents, Injuries, Accidents				X	X	X	X	X	X	X	X	X	X	
Accident Investigation Reports			X	X	X							X	X	
Farebox Reconciliation			X			X	X	X	X	X	X	X	X	
SMF Inspection Report			X					X	X		X	X	X	
DBE Usage				X					X	X	X	X	X	
Warranty & Insurance Claims				X				X				X	X	
Preventive Maintenance Report			X					X	X	X	X	X	X	
Drug & Alcohol Certification			X					X				X		
Customer Inquiries/Complaints Log			X					X				X		X
Media Inquiries				X	X							X		
Vehicle Servicing Checklist Reports			X					X				X	X	
EEO/Affirmative Action Reports			X								X	X		
Personnel Number by Position			X					X				X		
Invoices & Supporting Documentation			X					X				X	X	
Allowance Usage* transition only			X					X				X		

San Miguel Authority for Regional Transportation



Request for Proposal

RFP #2023–002 REGIONAL TRANSIT OPERATIONS and MAINTENANCE

July 2023

ISSUED BY

San Miguel Mountain Ventures LLC

Db a Telluride Express

REPRESENTATIVE

Tasha Cifuentes

COO & President

tasha@letsride.co

(970) 901-7160

(970) 615-8061



Table of Contents

[5.1 2 Proposal Letter](#)

[5.2 Technical Proposal](#)

[5.2.1 QUALIFICATIONS AND EXPERIENCE OF THE PROPOSER](#)

[5.2.2 KEY PERSONNEL](#)

[5.2.3 ORGANIZATIONAL STRUCTURE AND VALUES](#)

[5.2.4 APPROACH TO PROVIDING SERVICES](#)

[5.2.5 SAFETY](#)

[5.2.6 CUSTOMER SERVICE](#)

[5.2.7 TRANSIT ASSET MANAGEMENT CAPABILITIES](#)

[5.3 Price Proposal](#)

[5.4 Required Attachments](#)

[5.5 Financial Capacity](#)

[5.6 Litigation History](#)

[PUC Attachment- exhibit 1](#)

[Commitment To Comply: DBE- exhibit 2](#)

[5 Year Safety Record- exhibit 3](#)



5.1 2 Proposal Letter

7/21/2023

San Miguel Authority for Regional Transportation
PO Box 3140,
Telluride Colorado, 81435

Subject: RFP #2023–002 REGIONAL TRANSIT OPERATIONS and MAINTENANCE

Dear David,

I hope this letter finds you well. On behalf of Telluride Express, I am writing to submit our proposal for the Regional Transit Operations and Maintenance RFP, as advertised by the San Miguel Authority for Regional Transportation.

At Telluride Express, we have had the privilege of serving the transportation needs of the Telluride community for over a decade. Our commitment to excellence, reliability, and customer satisfaction has earned us a strong reputation in the industry. We have been the proud provider of busing routes and maintenance services for the San Miguel Authority for Regional Transportation (SMART) for the past five years, and we are honored to have contributed to the success of your fleet maintenance operations during this time.

A. Legal Name of the Proposer: San Miguel Mountain Ventures LLC dba Telluride Express

B. Address (principal place of business): 2940 N Townsend Ave, Montrose, CO 81401

C. Telephone Number/E-mail address: 970-728-6000, tasha@letsride.co

D. Federal Employee Identification Number: 84-1518898

E. Legal Status: LLC

F. Date established: 10/06/1999

G. DBA: Telluride Express

H. For any additional questions, please contact our authorized representative

Tasha Cifuentes, President & COO

Destination Systems | Roaring Fork Express | Telluride Express | Alpine Express |

Steamboat Express | American Spirit Shuttle | OFLP

Cell: (970) 901-7160

Email: tasha@letsride.co

I. Provide information regarding the Proposer's Principal Officers (e.g., President, Vice President, Treasurer, Chairperson of the Board, partners, etc.):

Landon Ogilvie: CEO

Tasha Cifuentes, President & COO

J. Any certifications, authorities, permits, or other information that the Proposer has achieved or maintains: The PUC permit can be found in the exhibits at the end of this document.



San Miguel Authority for Regional Transportation

We appreciate your consideration of our proposal and the opportunity to continue serving the transportation needs of SMART. Should you require any additional information or have any further inquiries, please do not hesitate to reach out to our authorized representative, Tasha Cifuentes, at the provided contact information.

Thank you once again for the opportunity, and we look forward to the possibility of working together and contributing to the success of SMART's transit operations.

Sincerely,

Landon Ogilvie, CEO, Telluride Express



Landon E. Ogilvie, CEO



5.2 Technical Proposal

5.2.1 QUALIFICATIONS AND EXPERIENCE OF THE PROPOSER

A. Overview of the Proposer's firm/team qualifications and experience in providing local, fixed route services similar to those required in this RFP and the number of years the firm/team has provided these types of public transit services similar in scope, size, and complexity to the work to be performed.

With more than 15 years of fixed-route transit experience, Telluride Express has a strong track record of proven reliability, safety, and exceptional customer service. We believe a transportation provider is one of the most essential and important aspects of any community. We provide the mobility infrastructure that connects communities across Colorado. Through trust, integrity, experience, exceptional customer service, and a team of highly qualified and tenured staff, Telluride Express provides reliable, safe transportation, and an exceptional rider experience.

Our fixed route experience includes the following transit systems throughout the state of Colorado.

Gunnison Valley RTA (GVRTA) - Telluride Express and its subsidiaries has operated the GVRTA fixed route service between Gunnison and Crested Butte since 2007. The route consists of timed stops and flagged stops in Gunnison and Crested Butte. This service is free to community members and visitors in the Gunnison Valley and allows people to use the service to commute to and from work, school, shopping, and recreation. This route has grown from 6 round trips per day to 40 round trips. Over the past few years, we have substantially increased service from 5,600 trips in 2015 up to 13,750 trips in 2020. Our company carried just under 250,000 passengers in 2022.

Bustang Outrider - Telluride Express and its subsidiaries has operated Bustang Outrider (Gunnison to Denver) seven days a week since 2018 and has recently been awarded the Telluride to Grand Junction route. These routes also have timed stops. We coordinate the transfer of passengers each day with the Alamosa-Pueblo Bustang Outrider, Bustang West Line, Grand Valley Transit and Durango Outrider, San Miguel Area Regional Transit as well as the Galloping Goose. These routes serve college towns and make travel in and out of Denver economical and convenient. These routes also afford access to advanced medical care for those living in more rural parts of our state. The Gunnison to Denver Bustang Outrider operated by Telluride Express serves 14,669 passengers in 2022.

Telluride School District - Telluride Express is proud to partner with the Telluride School District to provide safe and reliable transportation solutions for students throughout the full school year. As a trusted contractor, our dedicated team of drivers and support staff ensures that students travel to and from school safely and on time. We work with the Telluride School District to monitor and manage the time of trips to ensure efficiency.

B. At Telluride Express, we are committed to providing an exceptional customer experience. Our dedicated team consistently upholds the highest standards of service, resulting in a multitude of



San Miguel Authority for Regional Transportation

customer referrals due to their utmost satisfaction. Not only have we earned the trust and recommendations of our valued customers, but we have also garnered referrals from esteemed partners in the wholesale, lodging, and wedding planning sectors, all recognizing the exceptional performance of our team.

Philosophy: At Telluride Express, our philosophy centers around the unwavering belief that customer satisfaction is the key driver of our success. We prioritize building long-lasting relationships with our customers by providing them with personalized, reliable, and memorable transportation solutions. Our customer-centric mindset fuels our dedication to continuously improving and surpassing expectations.

Policies: To ensure the highest level of service quality, we have established robust policies that guide our operations. We invest in ongoing training and development programs for our team members, equipping them with the necessary skills and knowledge to deliver excellence. Additionally, we implement rigorous maintenance and inspection protocols to guarantee the safety and reliability of our vehicles, leaving no room for compromise.

Methods: Telluride Express employs a comprehensive set of methods to consistently provide superior service delivery. We embrace advanced technology to streamline our operations and enhance efficiency. Our reservation system is designed to be user-friendly, allowing customers to easily book their transportation needs. By leveraging real-time data and analytics, we optimize our routes, minimize wait times, and ensure timely pickups and drop-offs. We cultivate a culture of continuous improvement through regular feedback loops and proactive customer engagement. We actively listen to our customers, incorporating their suggestions and preferences into our service offerings. This iterative process enables us to stay ahead of evolving customer needs and maintain a competitive edge in the market.

Cost Efficiency: Telluride Express is committed to delivering value to our customers while maintaining cost efficiency. Through strategic partnerships, we negotiate favorable terms and leverage economies of scale to keep our pricing competitive. Simultaneously, we optimize resource allocation, implement efficient scheduling algorithms, and adopt sustainable practices to minimize waste and reduce our environmental footprint.

By delivering outstanding customer service, we create a positive impact on our community. Satisfied guests often participate in local events, many of which we proudly sponsor. Our contributions extend to supporting school athletic departments, recreational teams, and golf tournaments, and providing safe rides home from community gatherings. These initiatives not only enhance the community's vitality but also foster a spirit of unity and support among its members. At Telluride Express, we take pride in being an integral part of our community's growth and well-being.



San Miguel Authority for Regional Transportation

C. See below information on three similar contracts we have worked on.

1. Location of Project: Gunnison, Colorado

Services Provided: All services (maintenance and drivers)

Serving as Prime Contractor

Length of Contract:

Active/Expired: active

Contract Amount: 1.8mm

Contact Name: Jeff Prillwitz

Contact Address: 2829 W. Howard Place Denver Co

Contact Telephone: 303-757-9526

Contact Email: jeffrey.prillwitz@state.co.us

2. Location of Project: Telluride, Colorado

Services Provided: All services (maintenance and drivers)

Serving as Prime Contractor

Length of Contract: yearly contract, 5-year option

Active/Expired: active

Contract Amount: 800k

Contact Name: Jeff Prillwitz

Contact Address: 2829 W. Howard Place Denver Co

Contact Telephone: 303-757-9526

Contact Email: jeffrey.prillwitz@state.co.us

3. Location of Project: Gunnison, Colorado

Services Provided: All services (maintenance and drivers)

Serving as Prime Contractor

Length of Contract: 7 year contract, auto-renews

Active/Expired: active

Contract Amount: 2.5mm

Contact Name: Scott Truex

Contact Address: 507 Maroon Ave Crested Butte, Co

Contact Telephone: 970-275-0111

Contact Email: struex@gunnisonvalleyrta.org

Main Point of Contact:

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San Miguel Authority for Regional Transportation

5.2.2 KEY PERSONNEL

Operations Director/Director Of Operations	Kari McClanahan
Assistant General Manager/SMART Supervisor	Kelly Cronenberg
General Manager/COO	Tasha Cifuentes
Maintenance Director/Lead Mechanic	Josh Zuniga

For additional information on our key personnel and overall team, please look under section 5.2.3, organizational structure and values.

5.2.3 ORGANIZATIONAL STRUCTURE AND VALUES

A. Our organization's management system operates to ensure the successful delivery of transit services for SMART. Throughout our years managing this contract, we have evolved our management and team with the needs of SMART. As the corporate organization, our role will primarily focus on providing operations management, oversight, and administrative functions to support the local management structure. Our proposed approach includes

- Strategic direction and leadership: Telluride Express will continue to provide seasoned leadership and strategic guidance to the local management team, drawing from our extensive transportation industry expertise.
- Operational Management: Our current operational management systems and procedures streamline the day-to-day activities involved with SMART, including scheduling, dispatching, fleet management, and driver training.
- Real-time Monitoring: Our corporate management team will work closely with the local management to monitor service quality, performance metrics, and adherence to regulatory requirements.
- Administrative Support: Telluride Express will provide comprehensive administrative support, including contract management, procurement, record-keeping, and reporting obligations. We will leverage our technological capabilities to implement efficient data management systems, enabling accurate tracking of operational performance and timely reporting to SMART.

B. Please find below the comprehensive overview of our proposed local management structure, along with the organizational chart and Key Personnel. At Telluride Express, we ensure that the SMART contract functions seamlessly within our overall organization, fostering a high-level of dedication from our team. From the designated officers overseeing the SMART contract to our CEO, our entire team is well-versed and committed to fulfilling the unique needs and requirements of the SMART contract.



San Miguel Authority for Regional Transportation

Key Personnel:

Landon Ogilvie, CEO/Owner: With over 25 years of expertise in logistics, risk management, operations, and organizational leadership, Landon serves as the CEO of Co-West Inc. and Destination Systems. These companies are proud to be the largest independently owned logistics providers in Colorado, catering to esteemed clients such as the Colorado Department of Transportation, the U.S. Department of Defense, and various state municipalities.

Tasha Cifuentes, COO/President: As our COO/President, Tasha oversees the financial and logistic aspects across all departments. With her keen eye for detail and strategic mindset, she ensures that our operations run smoothly and efficiently. Tasha has over thirteen years of experience with the company having serviced the logistic and operations departments. She handles tasks related to operations, maintenance, business and administrations.

Kari McClanahan, Director of Operations: Kari holds the vital role of overseeing our daily activities, ensuring a seamless operation in all areas. Specifically, she takes charge of the contract with CDOT, meticulously executing route plans and maintaining constant communication with CDOT to address any concerns or issues. Her hands-on approach and involvement in weekly/monthly meetings keep her well-informed and agile in managing adjustments and scheduling for our transportation systems.

Kelly Cronenberg, Driver Supervisor: Kelly is the driver supervisor at Telluride Express, overseeing the drivers for both the Bustang and SMART routes. Kelly's primary responsibility is to provide comprehensive training to the drivers, equipping them with the necessary knowledge and skills to navigate their assigned routes effectively. Safety is a top priority, and adherence to all safety protocols and guidelines is emphasized during training sessions.

Kirstie Trujillo, Director of Sales and Customer Service: Kirstie leads our efforts as the Director of Sales and Customer Service, with a mission to elevate customer satisfaction and boost revenue. She develops and implements strategic initiatives to enhance customer experiences, creating an atmosphere of warmth and efficiency at the airport.

Richard Pierce, Director of IT: As our Director of IT, Rick plays a crucial role in managing and maintaining the airport's technology infrastructure. With a focus on data security, he ensures that our systems are robust, efficient, and protected from potential threats, enabling smooth operations and seamless experiences for our customers.

Jeffrey Herring, Controller: Jeffrey brings his expertise as the controller, where he takes charge of analyzing financial data and preparing comprehensive reports. His financial guidance supports informed decision-making for the airport's operations, ensuring optimal financial health and sustainable growth.

Matthew Valesquez, HR Manager: Matthew is responsible for overseeing the human relations department. Matthew oversees the hiring of new employees and maintains compliance with company and state employment regulations.



San Miguel Authority for Regional Transportation

Danny Bartelli, Chief Mechanic: Responsible for safety and compliance, and performing work to the standards of GVRTA and CDOT. Also fulfills complete documentation of projects and oversees parts management. Danny has been the maintenance lead on all previous and current maintenance programs.

Josh Zuniga, Lead Mechanic: Josh ensures that the fleet vehicles are maintained in a safe, reliable, and efficient manner. Responsibilities include maintenance and repair of all vehicles and contract buses. He is responsible for maintenance operations, including mechanic recruiting, mechanic training, mechanic scheduling, timely completion of scheduled and unscheduled repairs and maintenance, coordination and communication with the Director of Operations, any matters associated with our affecting vehicle availability, and all associated record keeping.

To ensure efficient and effective operations in the SMART contract, we have carefully distributed specific roles among our staff, addressing various functional areas based on prioritization. Each role is designed to meet different levels of needs, enabling us to achieve seamless and successful service delivery.

By prioritizing these roles, we create a well-organized structure that streamlines operations and ensures that all essential aspects are covered. This approach allows us to optimize resources, enhance collaboration between teams, and maintain a strong focus on meeting SMART's requirements and exceeding expectations.

Our team is committed to upholding the highest standards in each functional area, guaranteeing that every level of need is met with proficiency and dedication. Through this coordinated effort, we are confident in our ability to deliver outstanding service, ensure compliance with regulatory standards, and continuously improve our performance throughout the duration of the SMART contract. The below roles give oversight to where responsibility is held in each department.

<p>General Manager</p>	<p>Responsible for:</p> <ul style="list-style-type: none"> ● Overseeing federal compliance requirements ● Operations and service delivery ● Safety and security measures ● Customer service initiatives ● Coordinating maintenance and training teams
<p>Assistant General Manager</p>	<p>Responsible for:</p> <ul style="list-style-type: none"> ● Coordinating with the general manager on responsibilities ● Overseeing day-to-day operations and service ● Customer service initiatives and ensures high-quality service delivery ● Coordinating with maintenance and training teams to optimize operations



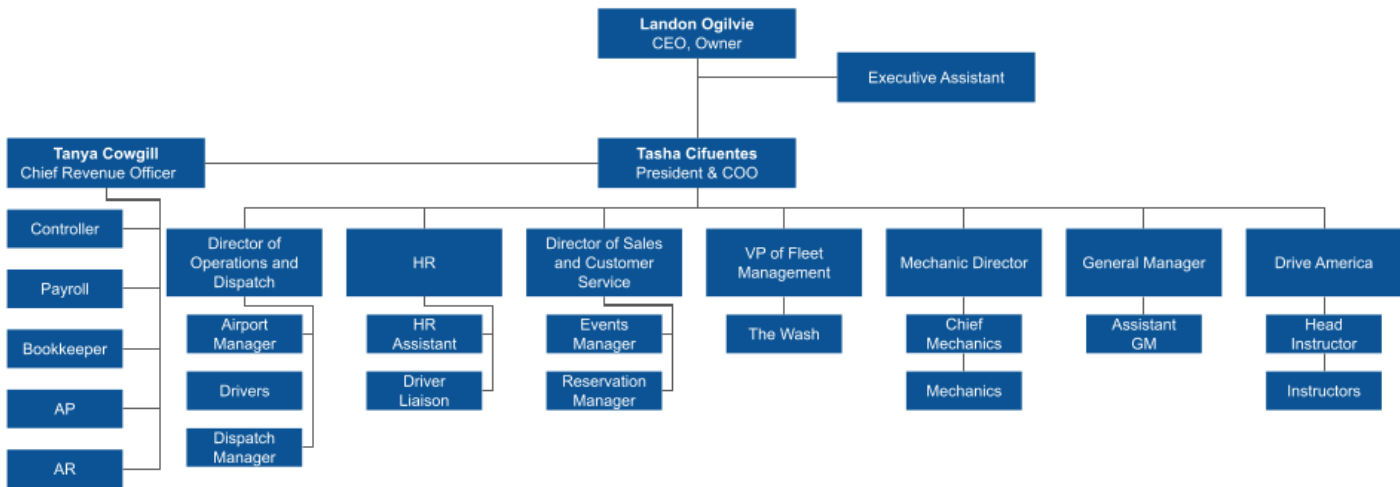
San Miguel Authority for Regional Transportation

Operations Director	<p>Responsible for:</p> <ul style="list-style-type: none"> ● Compliance with federal requirements related to operations ● Scheduling and dispatching of vehicles ● Overseeing drivers and field supervisors ● Coordinating with maintenance team for timely repairs and inspections ● Monitoring service quality and adherence to safety protocols
Maintenance Director	<p>Responsible for:</p> <ul style="list-style-type: none"> ● Compliance with federal maintenance requirements ● Managing maintenance schedules and preventive maintenance programs ● Coordinating with vendors and suppliers for parts and services ● Record-keeping and reporting related to maintenance activities
Safety and Compliance Department	<p>Responsible for:</p> <ul style="list-style-type: none"> ● Compliance with federal safety regulations and standards ● Developing and implementing safety training programs for employees ● Conducting safety audits and inspections ● Responding to incidents and accidents
Customer Service Department	<p>Responsible for:</p> <ul style="list-style-type: none"> ● Developing and implementing customer service policies and procedures ● Addressing customer feedback and concerns ● Staff training in customer service ● Monitors customer satisfaction and implements improvements

The included corporate structure gives a visual representation in the form of which department each of these roles fit within.



San Miguel Authority for Regional Transportation



The proposed local management structure includes key positions responsible for overseeing compliance with federal requirements, training, safety, security, customer service, operations, and maintenance. This team in conjunction with our whole organization will ensure operations are efficient and effective. Each position plays a vital role in ensuring the smooth functioning of the transit service, adhering to federal regulations, and delivering excellent service to passengers and the community.

C. At this time we are not adjusting the current staffing levels as they meet the current service requirements, We intend to retain existing personnel. The last bid submitted for SMART was for 4,000 hours. Since then the hours have increased by over three times. With the high growth and scaling of SMART our staff and pricing reflects the specific needs of the contract.

D. Our proposed approach to coordination, reporting, and accountability is built on collaboration, transparency, and a commitment to excellence. By working hand in hand with SMART's contract manager, we aim to forge a successful partnership that delivers exceptional results, elevates the quality of transit services, and ultimately enhances the experience of passengers and the community.

Coordinated Communication and Meetings: Regular meetings are used to discuss operational updates and any upcoming initiatives. These meetings provide an opportunity to exchange insights, address concerns, and align our efforts with SMART's vision. These meetings give us the opportunity to review current operations and review any outstanding needs

Proactive Updates: Timely and accurate reporting is a cornerstone of our approach. We are committed to providing SMART's contract manager with comprehensive updates on key performance indicators, safety metrics, financial reports, and other relevant data. Our proactive reporting ensures that SMART's contract manager stays well-informed and can make informed decisions based on real-time information. Our approach includes a commitment to quickly address any emerging requirements, adjust strategies as necessary, and implement solutions to meet changing demands.



San Miguel Authority for Regional Transportation

Compliance with SMART's Policies and Guidelines: Adhering to SMART's policies, guidelines, and regulatory requirements is a fundamental aspect of our approach. We place great importance on strict compliance to ensure alignment with SMART's values and maintain the highest standards of service.

We employ 12 full-time employees for the SMART contract, not including flex drivers who are part time, up to 56 drivers

- A. Our approach to retention and recruitment of bus operators and mechanics is centered on fostering a positive and supportive work environment while investing in the professional growth of our personnel. Key elements of our approach include:
 - **Competitive Compensation and Benefits:** We offer competitive wages and attractive benefits packages to attract and retain talented individuals. Our comprehensive benefits encompass health insurance, paid time off, and other incentives that demonstrate our commitment to the well-being of our team.
 - **Local Workforce Development Programs:** We actively participate in and support local workforce development programs. We recognize the exceptional talent in the area and make an effort to hire local workers. By collaborating with educational institutions and community organizations, we provide opportunities for aspiring professionals to gain valuable experience and receive specialized training in the transit industry.
 - **Upskilling Initiatives:** We invest in the upskilling of both new and existing personnel through comprehensive training programs. We developed an in-house training program that allows for our operators access to the highest level of training and information. Our focus on continuous learning equips our team with the latest industry knowledge and skills, promoting career advancement and job satisfaction.
- B. With over 200 employees including drivers, mechanics, dispatch officers, and customer service representatives, combined with our partner mechanics and subcontractors in the area, meeting the daily service requirements is easily achieved by our organization.
 - In the rare instance of insufficient personnel availability, we have a well-defined contingency plan to ensure the uninterrupted provision of daily service. Our approach includes
 - i. **Cross-Training:** We cross-train our personnel to be versatile in their roles, enabling them to step in and fulfill essential duties when needed.
 - ii. **Staffing Pool:** We maintain a dedicated staffing pool of qualified and trained individuals who can be deployed at short notice to cover any personnel shortages.
 - iii. **Real-Time Scheduling:** Utilizing advanced scheduling software, we optimize the allocation of available staff, ensuring maximum coverage during peak service hours.
- C. Telluride Express is committed to fostering diversity, equity, and inclusion at both the local and corporate levels. Our approach includes:
 - **Inclusive Hiring Practices:** We promote diversity in our workforce by implementing inclusive hiring practices that encourage candidates from various backgrounds to apply.



San Miguel Authority for Regional Transportation

- Training and Awareness: We provide regular training to our employees to raise awareness of diversity and inclusion issues and to foster a respectful and inclusive work environment.
 - Supplier Diversity: We actively seek and support diverse suppliers and businesses, promoting economic inclusion and supporting the growth of small and minority-owned enterprises.
 - Minority Representation: In our staff and leaders we welcome diversity and minority representation. Providing equal opportunity is a pillar to our success as an organization.
- D. Telluride Express is fully committed to meeting the Disadvantaged Business Enterprise goal set by SMART. Our approach includes:
- Value-Driven Collaboration: Telluride Express recognizes that diversity brings unique perspectives and expertise. That's why we prioritize the inclusion of DBEs in areas of our projects where their specialized knowledge adds tangible value. This approach not only enriches our projects but also strengthens the entire venture, promoting a win-win situation for all stakeholders involved.
 - Integrity in Action: For us, diversity, equity, and inclusion are deeply ingrained values, guiding every decision and action we take. We understand that by promoting a diverse and inclusive business environment, we not only drive excellence in our operations but also foster a more equitable and compassionate society.
 - Active Commitment: We actively seek opportunities to include DBEs in our subcontracting opportunities. By fostering meaningful involvement and shared responsibilities, we empower DBEs to take on greater roles and make significant contributions to project success.

5.2.4 APPROACH TO PROVIDING SERVICES

A. Telluride Express has a proven track record of deeply understanding and efficiently fulfilling the contract requirements, as demonstrated during the last contract term. Our systematic approach centers on providing comprehensive training to every employee, ensuring they are well-prepared to handle all routes effectively. As the incumbent, we prioritize refreshing our employees on existing routes and promptly updating them on any changes that may arise, whether related to new equipment or service adjustments. Our proactive training process allows us to stay ahead of potential disruptions, maintaining seamless operations even in the face of route modifications.

A critical aspect of our approach is training our staff to handle alerts promptly and efficiently. This enables us to maintain smooth and seamless operations, ensuring any issues are swiftly addressed to minimize disruptions. By continually training and reviewing how to handle alerts, our employees reduce lag time and effectively manage any citations that may arise.

Punctuality is paramount in SMART's operations, and we make a dedicated effort to instill the significance of on-time performance in our drivers. Meeting schedule commitments is crucial to effectively managing the contract and ensuring reliable service for SMART's passengers.



San Miguel Authority for Regional Transportation

At Telluride Express, we are committed to fostering a culture of continuous improvement. Our employees are equipped to adapt swiftly to route changes, both short-term and long-run, ensuring seamless operations without disruptions. Our dedicated approach, combining thorough training and proactive measures, guarantees that SMART can rely on us to deliver exceptional transportation services throughout the contract term.

We provide the highest level of service to customers and SMART by staying up to date as routes and policies evolve. We are committed to continuous improvement by proactively updating our in-house training manuals to incorporate future route and policy changes. Our dedicated team closely monitors any upcoming modifications to routes or policies and swiftly integrates this information into our training materials. By keeping our employees well-informed and prepared, we can seamlessly adapt to changes without any disruptions to our operations.

Our approach to updating training manuals is proactive and systematic. We have dedicated members of our team responsible for monitoring industry trends, regulatory changes, and updates specific to SMART's operations. This team collaborates closely with route planners, safety officers, and other relevant stakeholders to identify upcoming modifications that may impact our services.

As soon as any changes are identified, our team works diligently to incorporate them into our training manuals. This process involves thorough research, careful documentation, and the creation of comprehensive training materials that provide clear and concise information to our staff.

To ensure consistency and accuracy, we conduct internal reviews and validations of the updated training materials. Our goal is to present the information in a user-friendly manner that is easily accessible to all employees. We leverage technology to create interactive and multimedia-rich resources, fostering engaging learning experiences for our team members.

Additionally, we prioritize communication and training sessions to ensure that all staff members are aware of the updates and understand their implications. We conduct workshops, seminars, and one-on-one training sessions to address any questions or concerns our employees may have.

B. At Telluride Express, we ensure the highest level of service quality and meet SMART's Performance Standards. To achieve this, we have implemented a comprehensive quality assurance process that includes the following key elements:

- **Real-time Monitoring with Samsara and Swiftly:** We utilize advanced technology, such as Samsara and Swiftly, to monitor our vehicles' on-time arrivals and departures. These real-time tracking systems allow us to closely track the performance of each route and promptly address any deviations from the schedule. By analyzing data from these platforms, we can identify potential issues early on and take immediate corrective actions to maintain optimal performance.



San Miguel Authority for Regional Transportation

- **Weekly Check-ins with Drivers:** We believe that open communication and feedback are crucial for maintaining quality service. We conduct weekly check-ins with our drivers to discuss their performance, address any concerns, and provide support or additional training as needed. These check-ins serve as a platform for drivers to share their experiences, offer suggestions, and collaboratively work towards continuous improvement.
- **Ride-alongs with Drivers on All Routes:** To gain firsthand insights into our operations, our management team regularly conducts ride-alongs with drivers on all routes. This not only allows us to assess the driver's performance but also provides an opportunity to observe and address potential challenges faced by drivers in real-world scenarios. The observations from these ride-alongs inform our training programs and operational enhancements.
- **SMART Driver Handbook:** We have developed a comprehensive SMART Driver Handbook that includes detailed information on all routes, schedules, stops, and fare collection procedures. This handbook serves as a valuable resource for our drivers, ensuring they have access to accurate and up-to-date information on SMART's requirements. It also sets clear expectations and guidelines to ensure consistent and standardized service delivery.
- **Performance Analysis and Improvement Initiatives:** We regularly analyze performance data and key performance indicators (KPIs) to evaluate our adherence to SMART's Performance Standards. Any areas requiring improvement are addressed through targeted initiatives, additional training, or process enhancements. Our commitment to continuous improvement ensures that we not only meet but exceed SMART's expectations.

By combining advanced technology, regular driver check-ins, ride-alongs, comprehensive handbooks, and performance analysis, Telluride Express is dedicated to meeting and assuring quality in meeting SMART's Performance Standards.

C. Our commitment to continuous innovation and providing value-added services to improve the efficiency and effectiveness of our transportation services for SMART is achieved by leveraging cutting-edge technology and implementing innovative solutions that enhance our operations. Here's how we innovate to bring added value:

- **Real-time Monitoring and Alerts:** As previously mentioned, we utilize advanced monitoring systems, such as Swifly and Samsara, to track our vehicles in real-time. This allows us to closely monitor the location, on-time performance, and other vital data. In the event of any route alerts or changes, we promptly update our drivers and passengers through our user-friendly app. By leveraging real-time data, we can optimize routes and provide timely alerts, minimizing disruptions and enhancing the overall transit experience.
- **Predictive Analytics for Route Optimization:** Through the use of predictive analytics, we analyze historical data to identify patterns and trends. This helps us optimize our routes by predicting traffic patterns, peak travel times, and other variables that impact operational efficiency. By proactively adjusting routes and schedules based on this data-driven approach, we can improve the on-time performance and reduce travel times, ensuring a smoother and more efficient transit service.



San Miguel Authority for Regional Transportation

- **Enhanced Customer Communication:** We have clear and timely communication with our customers. In addition to the real-time alerts provided through our app, we also implement automated communication systems that keep passengers informed about any service changes or disruptions. By enhancing customer communication, we ensure a seamless and stress-free travel experience, earning their trust and loyalty.
- **Continuous Training and Upskilling:** Investing in our workforce is essential to providing value-added services. We conduct regular training and upskilling programs for our drivers and staff to keep them updated on the latest industry trends, best practices, and technological advancements. This empowers our team to deliver exceptional service, handle any unforeseen challenges, and maintain a high level of professionalism.

The Proposer will shall specifically and separately address the following:

A. To ensure smooth transitions and minimal disruptions in public-facing element of service, Telluride Express implements a robust change management approach. The decision to reinstate fare collection, increase or decrease service frequencies, and add or alter routes is handled with education and training. We effectively communicate with passengers and address inquiries.

Driver Education and Training: Our first priority is to educate and train our drivers thoroughly on all changes to the service. They are equipped with up-to-date information and are well-prepared to educate the public about any modifications in fare collection, service frequency, or route alterations. We emphasize effective communication and customer service skills, enabling our drivers to address passengers' inquiries and concerns with professionalism and empathy.

On-Demand Training for New Elements: As new public-facing elements are introduced, we provide on-demand training sessions for our staff to ensure they have a deep understanding of the changes. These sessions focus on the technical aspects and operational procedures related to the new elements, empowering our team to deliver a seamless and efficient service.

App-Based Alert Notifications: We leverage app-based alert notifications to notify promptly about any changes in service elements. Through real-time app notifications, we keep our drivers and customers informed about fare collection updates, service frequency adjustments, and any new or altered routes. This proactive communication approach fosters transparency and builds trust.

B. We intend to support SMART in meeting system expansion goals during the term of the Contract. This includes addressing anticipated changes in staffing levels, necessary capital investments by SMART, and any other relevant matters.

We will keep SMART informed with our collaborative approach:

- **Bi-Weekly Meetings with SMART:** We schedule bi-weekly meetings with key members of SMART to maintain open communication channels. These meetings serve as an opportunity to discuss upcoming system expansion plans, review progress, and address any challenges that may arise. By actively engaging with SMART, we align our efforts to meet their expansion objectives.



San Miguel Authority for Regional Transportation

- Flexibility in Staffing Levels: We anticipate and plan for changes in service demands and expansion requirements. While we do not anticipate staffing level changes, we maintain flexibility to adjust our workforce as needed to meet the evolving needs of SMART.
- Strategic Capital Investments: As part of our commitment to supporting system expansion, we collaborate with SMART to identify necessary capital investments. Whether it's upgrading the fleet, implementing new technology, or enhancing infrastructure, we are prepared to invest in the necessary resources to facilitate system growth.
- Open and Effective Communication: At Telluride Express, we prioritize open and proactive communication with SMART. Our commitment to maintaining a seamless flow of information ensures that we stay on top of any capital investment needs, staffing requirements, or other necessary changes. Through regular scheduled meetings and real-time responsiveness, we diligently address any emerging needs and challenges to foster a collaborative and productive partnership with SMART.



San Miguel Authority for Regional Transportation

5.2.5 SAFETY

Enhancing Safety Protocols at Telluride Express:

Safety certification: CPR, ASE Certified Mechanics, LLLC Safety Certification

Accident Prevention: We prioritize accident prevention through an intensive week-long finishing school for all drivers, providing comprehensive training in L.L.L.C (Look ahead, Look around, Leave the room, Communicate) techniques. Additionally, we conduct a required yearly refresher course to reinforce safe driving practices. Our supervisors actively participate in ride-alongs with drivers, offering valuable insights and guidance on accident prevention.

Road Supervision: To maintain vigilant oversight, we facilitate ride-along with supervisors who accompany drivers during their routes. Leveraging cutting-edge technology, we utilize Samsara and Swiftly to monitor driver behavior and ensure adherence to safety protocols.

Proactive Maintenance: Our maintenance shop collaborates closely with office staff and dispatch to prioritize vehicle maintenance. When mechanics request vehicles for servicing, our dispatch team promptly coordinates their delivery to the maintenance shop, ensuring proactive upkeep and minimizing potential issues.

Responsive Road Calls: In case of vehicle problems, drivers are equipped to promptly call dispatch or mechanics for assistance. This streamlined communication process expedites support, minimizing downtime and service disruptions.

Emergency Preparedness: Drivers undergo thorough emergency response training, and we emphasize the importance of contacting dispatch during emergencies. Our drivers are well-prepared to handle any unexpected situation, ensuring swift response and assistance.

Accident Response: In the event of an accident, all drivers follow a driver Accident Procedure sheet, guiding them on the necessary steps to take. Our supervisors conduct thorough investigations and post-accident reports to ensure detailed analysis and continuous improvement.

Efficient Accident-Clearance: To expedite accident clearance, our mechanics have a well-defined procedure to return vehicles to service quickly, minimizing service interruptions.

Passenger Safety: Following an accident, drivers immediately inform dispatch about the severity and status of the situation. Drivers are empowered to assess the safety of unloading passengers at the accident site, ensuring passengers' well-being.

Training & Refresher Courses: As part of our commitment to continuous improvement, Cowest offers a comprehensive finishing class and yearly refresher courses. Post-accident, drivers



San Miguel Authority for Regional Transportation

participate in ride-alongs with experienced colleagues to reinforce safety practices before resuming duty.

Safety Huddles: To foster a strong safety culture, we conduct monthly safety huddles, providing vital safety updates and encouraging open communication among our team members.

At Telluride Express, safety is not just a priority; it's ingrained in our culture. Through a combination of robust training, technology utilization, and proactive measures, we ensure the utmost safety for our drivers, passengers, and the communities we serve.

Compliance with all requirements related to the federal Drug & Alcohol Testing Program.

Telluride Express places the highest priority on safety, ensuring the well-being of our employees and the public. As part of our commitment to safety and compliance, we have implemented and strictly enforced a comprehensive DOT/Company Drug and Alcohol policy, which encompasses all terms of FMCSA controlled substances and alcohol use and testing regulations, as defined in FMCSA regulations 49 CFR Part 382.

All employees who work in safety-sensitive positions are subject to our stringent Drug and Alcohol Policy. This includes individuals who operate commercial motor vehicles, maintain vehicle fleets, or perform other safety-sensitive duties critical to our operations. We recognize the importance of a drug and alcohol-free workforce to maintain the highest level of safety and integrity in our transportation services.

Our comprehensive policy encompasses the following key components:

- **Testing Coverage:** Our policy covers all aspects of drug and alcohol testing, including pre-employment testing for new hires, post-accident testing in the event of a qualifying accident, random testing to ensure ongoing compliance, and testing based on reasonable suspicion. This comprehensive approach helps us maintain a drug and alcohol-free workplace at all times.
- **Company Wide Approach:** The Operations and Human Resources departments work hand in hand daily to ensure the successful implementation of our testing program. Through seamless coordination, we conduct all quarterly random tests in a timely manner, ensuring compliance with FMCSA regulations. Our collective effort ensures that we meet all testing deadlines and obligations.
- **Reporting to FMCSA Clearinghouse:** We prioritize reporting all required test results to the FMCSA Clearinghouse for all applicable Commercial Driver License holders. This transparent reporting process ensures that relevant authorities are promptly informed of test outcomes and allows for better monitoring of driver compliance.
- **Handling Positive Test Results:** In the event of a positive drug or alcohol test result, we follow all required processes in handling such cases. We promptly communicate the results to the driver, outlining the necessary steps to comply with FMCSA regulations before returning to safety-sensitive duties. Additionally, we assist drivers in obtaining an FMCSA-approved Substance Abuse Professional Program, providing them with the support and resources needed for their rehabilitation and successful return to duty.



Accident Protocols

Procedures and protocols:

When an accident occurs, our drivers are trained to follow specific protocols:

1. **Ensuring Immediate Safety:** The first priority for our drivers is to assess the safety of all involved parties, including passengers, other motorists, and pedestrians. They are trained to take immediate actions to secure the accident site, such as turning on hazard lights, setting up reflective triangles or flares, and positioning the vehicle in a safe location if possible.
2. **Calling for Medical Assistance:** If any injuries are evident, our drivers are trained to call for medical assistance immediately. They promptly report the nature of the injuries and the exact location of the accident to the emergency services, ensuring that medical help reaches the scene as quickly as possible.
3. **Communication with the Central Control Center:** Our drivers are equipped with communication devices that allow them to report the incident to our central control center promptly. This real-time communication ensures that our control center is aware of the situation and can coordinate any necessary support or resources.
4. **Coordinating with Law Enforcement:** Our drivers collaborate with law enforcement personnel who arrive at the scene. They provide accurate information about the incident, as well as relevant details about the vehicles and passengers involved, assisting the authorities in their investigation.
5. **Assisting Passengers:** Our drivers are trained to provide support and reassurance to passengers involved in the accident. They ensure that passengers remain calm and safe, and they assist with any immediate needs until emergency services arrive. They are also responsible for promptly receiving assistance for alternate transportation solutions.
6. **Collecting Information:** Our drivers collect relevant information, such as vehicle and driver details, witness contact information and any other pertinent data that may be required for insurance claims or accident reports.
7. **Reporting and Documentation:** Following the incident, our drivers complete detailed incident reports, providing a comprehensive account of the accident. These reports are vital for our internal records, insurance purposes, and any legal requirements. See the following page for a standard incident report.



San Miguel Authority for Regional Transportation

Incident Report

Location	<i>[Street Address or Intersection]</i>
Vehicle #	<i>Telluride Express - Bus #</i>
Driver's Name	<i>[Driver's Full Name as appears on license]</i>
Department	
Vin #	
License Plate #	
Date and Time	<i>[Date and Time]</i>

Witness Name	Witness Phone Number	Comments

Passenger Count _____

Guest Name/Phone Number	
Guest Name/Phone Number	
Guest Name/Phone Number	
Other Involved Parties/Phone Number	

Description of Incident:

Was the vehicle towed? YES/NO

If YES, Location Towed to:

CERTIFICATION

I certify that the information outlined in this form is accurate and that the incident occurred while conducting business for CoWest Transportation.

NAME (PRINTED) _____

SIGNATURE _____

AUTHORIZATION

DEPARTMENT MANAGER NAME (PRINTED) _____

SIGNATURE _____



San Miguel Authority for Regional Transportation

D. Describing the Proposer's safety record over the past five years: included in the appendix under exhibit 3.

- A. What investments or practices can SMART undertake to improve customer safety and how would the Proposer suggest to support these efforts?
- Real-Time Communication Systems: Implementing advanced communication systems between drivers, field supervisors, and the central control center can facilitate immediate response to emergencies and incidents, ensuring swift action in critical situations.
 - Safety Audits and Reviews: Conducting periodic safety audits and reviews to assess current practices, identify potential areas of improvement, and implement safety enhancements based on data-driven insights.
- B. What is the role of technology and field supervision in promoting and accounting for the Company's safety culture?
- Monitor Driver Behavior: Utilize telematics and onboard systems to monitor driver performance, adherence to safety protocols, and compliance with speed limits and other regulations.
 - Real-Time Incident Management: Implement real-time incident reporting and tracking systems, allowing field supervisors to respond promptly to emergencies and provide immediate assistance to drivers and passengers.
 - Data Analysis and Insights: Collect and analyze safety-related data to identify trends, assess risk factors, and develop targeted safety improvement strategies.
 - Accountability and Feedback: Field supervisors play a crucial role in providing feedback and coaching to drivers, reinforcing safety best practices, and maintaining a strong safety-oriented culture.
- C. Fostering a strong safety culture is at the heart of our operations. To ensure that safety remains a top priority for all employees, we have implemented a comprehensive range of training, incentives, and other efforts that extend across all levels and roles within our organization. We are able to achieve this by:
- Providing specialized safety training programs tailored to SMART's unique needs and operations.
 - Assisting in the development of performance-based incentive programs that drive a safety-first mindset among employees.
 - Offering guidance on establishing safety committees and facilitating their effectiveness in promoting safety awareness.
 - Sharing our experience and successful strategies in incident reporting and learning, helping SMART create a positive reporting culture.



San Miguel Authority for Regional Transportation

5.2.6 CUSTOMER SERVICE

- (A) Our method for responding to customer inquiries and concerns, tracking and reporting concerns, and developing corrective actions based on feedback has proven effective within the SMART organization.

Our commitment to customer satisfaction drives our approach to handling inquiries and concerns with the utmost care and efficiency. As highlighted in our description of team, training, safety, and maintenance, customer service is the center of all that we do. We understand that each customer interaction is an opportunity to create a positive and memorable experience. To achieve this, we have implemented a comprehensive customer service strategy:

- **24/7 Dedicated Customer Service Team:** Our highly trained customer service team operates 24/7, ensuring that passengers can reach us anytime for assistance, feedback, or support. We take pride in offering a human touch, making every customer feel valued and heard. They can contact us directly via phone or email at all times for support.
- **Multi-Channel Communication:** To cater to the diverse preferences of our passengers, we provide multiple communication channels, including a dedicated customer hotline, email support, and responsive social media accounts. We are currently working on an app-based communication portal as well. This omnichannel approach enhances accessibility and responsiveness.
- **Real-time Issue Tracking:** Every customer inquiry or concern is logged into our advanced CRM system, allowing us to monitor the progress of each case in real time. This system enables us to identify trends and recurring issues swiftly, leading to timely resolution and improved service.
- **Root Cause Analysis and Corrective Actions:** Feedback from our customers is a vital source of information for continuous improvement. We conduct thorough root-cause analyses of critical concerns to develop targeted corrective actions, ensuring that issues are resolved at their source.

Our customers' satisfaction lies at the core of our operations, and we value their feedback as a guiding force to continually improve our services. We are dedicated to ensuring that every customer enjoys a seamless and delightful experience with us. Our commitment to responsiveness and accountability drives our feedback-driven approach:

- **Collecting Feedback:** We actively encourage our customers to share their thoughts, concerns, and suggestions. Through various channels, including surveys, social media, and direct communication, we listen attentively to their needs and expectations.
- **Swift Action and Resolution:** In the rare instance when our service falls short of expectations, we take immediate action to identify and address any bottlenecks within our system. Our customer service team is empowered to handle issues promptly and effectively, ensuring swift resolution.
- **Continuous Improvement:** Customer feedback serves as a compass guiding us towards continuous improvement. We analyze the feedback data diligently to pinpoint areas that require enhancement. Our goal is to evolve and adapt, making data-driven decisions to meet and exceed customer expectations.



San Miguel Authority for Regional Transportation

- **Cultivating Customer Loyalty:** Our approach of proactively seeking and acting upon feedback demonstrates our level of commitment to customer satisfaction. By putting our customers first and fostering genuine relationships, we strive to build long-lasting loyalty.
- **Training and Empowering Our Team:** Our employees play a vital role in delivering exceptional customer experiences. We invest in comprehensive training programs that equip our team with the skills to empathize with customers, actively listen to their needs, and resolve issues effectively.
- **Creating a Feedback Loop:** We believe in the power of communication. To ensure transparency, we communicate the actions taken based on customer feedback. This feedback loop enables our customers to witness the impact of their input, reinforcing our dedication to their satisfaction.
- **Driving Innovation:** Valuable feedback often leads to innovative solutions. We harness customer insights to drive innovation within our services, enhancing our offerings to better align with our customer's evolving needs.

At Telluride Express, we embrace a customer-centric mindset that values feedback as a catalyst for growth and improvement. Our proactive approach ensures that our customer's voices are heard, resulting in a service that reflects our unwavering commitment to their satisfaction.

- (B) The Telluride Express customer service program is monitored in real-time to ensure that the delivery of customer service is of the highest quality. A combination of feedback and records allows our customer service to improve consistently.

To ensure that every interaction with our passengers leaves a lasting positive impression, we have implemented a comprehensive and sophisticated monitoring and evaluation system. This system is designed to continuously assess, refine, and elevate the quality of our customer service:

- **Comprehensive Customer Satisfaction Surveys:** We conduct regular and comprehensive customer satisfaction surveys at various touch points along the customer journey. These surveys delve into various aspects of the passenger experience, including the booking process, onboard amenities, staff interactions, and overall journey satisfaction. The data gathered from these surveys provides valuable insights into our strengths and areas for improvement.
- **Performance Metrics and Key Performance Indicators (KPIs):** Our pursuit of excellence is driven by data. We meticulously track performance metrics and KPIs, setting ambitious targets for our team to achieve. Key indicators, such as average response time, first-call resolution rate, and customer retention rate, are closely monitored and analyzed. These metrics serve as the foundation for informed decision-making and continual enhancement of our services.
- **Proactive Feedback Gathering:** As part of our customer-centric approach, we actively encourage feedback from both passengers and employees. Our frontline staff and operational teams are empowered to share insights and suggestions for improvement. This proactive feedback gathering allows us to identify potential areas for enhancement and swiftly address any emerging concerns.



San Miguel Authority for Regional Transportation

- **Continuous Improvement Initiatives:** Feedback received through customer surveys, and performance metrics are collectively used to drive continuous improvement initiatives. Our team collaborates with all levels of the organization to develop action plans and implement targeted improvements. We believe that every piece of feedback presents an opportunity to elevate the customer experience and refine our service offerings.
- **Real-Time Reporting and Analysis:** Leveraging cutting-edge technology, our monitoring and evaluation system provides real-time reporting and analysis capabilities. This enables us to respond swiftly to emerging trends, recognize exemplary service, and address any operational challenges promptly.
- **Training and Professional Development:** We invest significantly in the training and professional development of our customer service team. We brought training in-house which has proven significantly beneficial in our overall operations. Our employees undergo comprehensive training programs that emphasize empathy, active listening, conflict resolution, and cultural sensitivity. Regular workshops and refresher courses keep our team at the forefront of customer service best practices.

(C) We have developed a comprehensive customer service training program that permeates every level and role, creating a unified commitment to excellence in serving our passengers across the organization.

Onboarding and Orientation: From day one, all new employees undergo a customer service orientation that sets the tone for our organization's customer-centric approach. During this onboarding process, they receive an introduction to our customer service philosophy, values, and expectations.

Customer-Centric Mindset: We instill in all employees the importance of adopting a customer-centric mindset in their daily interactions. From frontline staff to managerial positions, everyone is encouraged to put the passenger's needs at the forefront of their actions.

Active Listening and Empathy: Effective customer service begins with active listening and empathy. Our training equips employees with the skills to listen attentively to passengers' needs and emotions, demonstrating genuine care and understanding.

Conflict Resolution: Conflict resolution and de-escalation techniques are essential for fostering positive experiences. Our staff receives training on handling challenging situations with professionalism, turning potential negatives into opportunities for positive outcomes.

Cultural Sensitivity and Inclusivity: As an organization serving diverse communities, we prioritize cultural sensitivity and inclusivity. Employees are trained to respect and embrace different cultures, creating an inclusive and welcoming environment for all passengers.

Cross-Functional Training: We encourage cross-functional training to promote a better understanding of our operations. This fosters collaboration among teams and enables employees to better assist passengers with various needs.



San Miguel Authority for Regional Transportation

Continuous Learning: Customer service training is an ongoing process at Telluride Express. We provide regular workshops, refresher courses, and continuous learning opportunities to ensure our employees stay updated on best practices and industry trends.

Performance Evaluation: Customer service excellence is a core component of our performance evaluation system. All employees, regardless of their roles, have customer service metrics integrated into their performance assessments.

Feedback Loop: We actively encourage feedback from both passengers and employees. This feedback loop allows us to identify areas for improvement and recognize exemplary service. Employee feedback is also considered in refining our customer service training program.

Our training consists of key training components that set an objective for our training initiatives. This is an example of our Conflict Resolution Training Program:

- **Understanding Conflict Dynamics:** Our training begins with an in-depth exploration of the dynamics of conflict. Employees learn to recognize early signs of conflict and understand the underlying factors that contribute to escalated situations. This knowledge helps them approach conflicts with a proactive mindset.
- **Active Listening Techniques:** Effective conflict resolution starts with active listening. Our staff is trained to engage in attentive listening, allowing them to understand the concerns and emotions of all parties involved. By validating the feelings of others, we establish a foundation for constructive communication.
- **Empathy and Emotional Intelligence:** We emphasize the importance of empathy and emotional intelligence in resolving conflicts. Our team learns how to put themselves in others' shoes, recognizing the impact of emotions on behavior. This skill enables them to respond with empathy and build rapport with passengers, diffusing tension.
- **De-escalation Strategies:** Through role-playing scenarios and practical exercises, our staff practices de-escalation techniques. They learn how to defuse tense situations, remain calm under pressure, and guide conversations toward constructive resolutions.
- **Assertive Communication:** Our training fosters assertive communication skills, empowering our team to express their perspectives clearly and confidently while respecting the rights and dignity of others. This helps prevent misunderstandings and miscommunication during conflict resolution.
- **Boundary Setting and Safety Measures:** Ensuring the safety of all individuals involved in a conflict is paramount. Our employees are trained to establish appropriate boundaries and, when necessary, involve security personnel or relevant authorities to ensure the safety and well-being of everyone.



San Miguel Authority for Regional Transportation

5.2.7 TRANSIT ASSET MANAGEMENT CAPABILITIES

At Telluride Express we utilize a highly skilled ASE-certified mechanic team stationed at each of our locations. With their extensive experience working on various vehicles, our mechanics are well-equipped to deliver top-notch service. We recruit seasoned professionals on each of our teams to ensure the best mechanical service for our vehicles.

We are dedicated to upholding the highest standards of safety, which is why our mechanics diligently follow a rigorous schedule of routine and preventive maintenance, conducting thorough safety checks and bus inspections. This meticulous approach ensures that our fleet remains in optimal condition, guaranteeing the safety and comfort of our passengers.

For seamless collaboration and efficient communication, we have implemented cutting-edge technology. Through real-time digital platforms like Samsara and Shop Monkey, we stay closely connected with our contractors, sharing crucial documentation and providing them with real-time progress reports on the fleet we maintain for them. This level of transparency and responsiveness reinforces our commitment to delivering exceptional service.

To further bolster reliability, we have established active contracts with certified mechanics in Telluride and Grand Junction. This strategic approach allows us to swiftly address any unforeseen maintenance needs and provide seamless service to our valued customers.

Our dedication to excellence and safety is evident in every aspect of our maintenance operations. With our expert mechanics and advanced technology, we are driven to keep our fleet operating at its best, ensuring a safe and enjoyable journey for all passengers.

- A. Preventative Maintenance Program: Our preventative maintenance program is designed to meet and exceed both SMART and Original Equipment Manufacturer (OEM) requirements. We implement a multi-level inspection approach that includes routine safety checks and comprehensive bus inspections. The intervals for inspections are carefully scheduled to ensure optimal vehicle performance and safety.
 - A. Level 1 Inspection (Daily): Our mechanics conduct daily inspections of vital components, such as brakes, tires, lights, and fluid levels, to identify any immediate issues that require attention. This ensures that vehicles are roadworthy and safe for passenger transport.
 - B. Level 2 Inspection (Weekly): On a weekly basis, our mechanics perform more in-depth inspections, including engine checks, air conditioning systems, and heating maintenance. This level of inspection allows us to detect any potential issues early and address them proactively.
 - C. Level 3 Inspection (Monthly): Our monthly inspections encompass comprehensive evaluations of all major vehicle systems, including electrical components, suspensions, and fare collection equipment. This thorough examination guarantees that vehicles are operating optimally and in accordance with OEM standards.



San Miguel Authority for Regional Transportation

- B. We use a systematic approach to handle road call procedures and other unscheduled maintenance repairs and/or services.
- Road Call Procedures: In the event of a road call, our drivers are equipped with the necessary tools to promptly contact our dispatch center. Our dispatch center can be reached at all times. From there, our team springs into action to address the road call. This team coordinates with our mechanics to provide immediate support. Whether it's a minor repair or a more significant issue, we've got the expertise and resources to handle it. We strive to have a quick turnaround time, and with our support staff available 24/7, we have the incident reported and addressed quickly.
 - Emergency Repairs and Services: Our mechanics are always on standby, ready to tackle any unscheduled maintenance repairs or services that may arise. They are experienced professionals who know these vehicles inside and out, and they're equipped with the latest tools and technology to diagnose and fix issues efficiently. We also utilize subcontractors when necessary to avoid any delays.
 - Swift Response: At Telluride Express, we don't waste any time when it comes to addressing maintenance needs. Our service team is available 24/7, so we can respond to emergencies and unscheduled repairs day or night. Our priority is to minimize downtime and get our vehicles back in service as soon as possible.
 - Transparent Communication: Throughout the process, we maintain clear and open communication with our drivers, contractors, and clients. We keep everyone informed about the status of the repairs and any potential impact on schedules. Transparency is key to ensuring smooth operations and providing exceptional service to our passengers.
 - Preventative Measures: While we excel at handling unscheduled maintenance, our proactive approach to preventative maintenance is what truly sets us apart. By conducting routine inspections and adhering to strict maintenance schedules as highlighted below, we aim to catch potential issues before they become major problems.
 - Customer-Centric Approach: At the heart of our road call procedures and unscheduled maintenance services is our dedication to our customers. We understand that reliable and safe transportation is critical for our passengers, and we'll do whatever it takes to ensure a seamless travel experience. To accomplish this, we assign dedicated members of our services team who work directly with our customers, ensuring their needs are promptly met and any damages are mitigated.
- C. The majority of maintenance activities will be performed in-house, but will contract out on an as needed basis.
- D. If during the term of the contract, SMART takes delivery of a new transit vehicle, we will employ our rigorous approach to ensuring seamless integration of the vehicles into the fleet. We require each new vehicle to meet the highest standard of safety, performance, and reliability.



San Miguel Authority for Regional Transportation

Our Approach to departure, incoming, and acceptance inspections, warranty tracking, and recovery is as follows:

- Departure Inspections: Before the new transit vehicles depart from the manufacturer or dealer, our team of experienced mechanics conducts thorough departure inspections. These inspections include meticulous checks of all vital components and systems, ensuring that the vehicles are in pristine condition before they begin their journey to SMART.
 - Incoming Inspections: Upon arrival at our designated facility, the new transit vehicles undergo incoming inspections. Our mechanics perform detailed assessments of each vehicle, examining everything from engine performance to safety features. Any issues or discrepancies identified during this process are promptly reported and addressed to ensure that SMART receives vehicles that meet our standards for safety, performance, and reliability.
 - Acceptance Inspections: Once the incoming inspections are completed and any necessary adjustments have been made, we conduct acceptance inspections. During these inspections, we meticulously review the vehicles' compliance with SMART's specific requirements and standards.
 - Warranty Tracking and Recovery: We take warranty tracking and recovery seriously to protect SMART's investment in new transit vehicles. We utilize Ford to maintain detailed records of the warranty coverage for each vehicle, diligently documenting all warranty-related information. In the event of any warranty-related issues or needed repairs, our team uses Ford who's systematic process to initiate warranty claims with the manufacturer or dealer.
- E. Warranty tracking and warranty recovery are all done through Ford.
- F. When monitoring and repairing accident damage, including body damage, we adhere to a strict timeline and protocol to ensure a quick and thorough recovery.
- Immediate Response and Support Protocol: As soon as an accident is reported, our specially trained drivers follow strict protocols to ensure immediate medical attention if needed and report the incident to our responsive central control center. We understand that accidents can be distressing, so our dedicated team swiftly takes charge to provide compassionate support and assess the damage. Our maintenance team was notified and began the initial steps to assess the damage.
 - Thorough Evaluation and Documentation: Our onsite supervisor will promptly arrive at the accident site to conduct a meticulous evaluation. Every detail, including body damage, is carefully documented, allowing us to start the repair process promptly and accurately. The incident report will be provided to the supervisor to review the details of the incident.
 - Skilled Mechanics and Superior Quality Repairs: Telluride Express takes immense pride in our team of ASE-certified mechanics and body repair specialists. With their exceptional skills and unwavering dedication, we prioritize safety and deliver top-notch repairs. We ensure that vehicles are restored to their best condition, meeting the highest safety and quality standards. Our streamlined repair authorization process ensures swift approvals, minimizing vehicle



San Miguel Authority for Regional Transportation

- downtime. Our goal is to get the vehicle back on the road as soon as possible, but if needed we look to our extensive fleet for alternate vehicles to be deployed.
- Comprehensive Parts Inventory and Timely Service: With our well-stocked parts inventory, we are ready to promptly source and replace damaged components. Our efficient repair process, supported by this inventory, ensures that we can swiftly address any body damage and restore your vehicles to optimal performance. Throughout the repair process, we keep you informed about the progress, expected timelines, and any potential impact on your service schedules. Your satisfaction matters to us, and we tailor our updates to meet your specific needs.
 - Stringent Safety Checks for Peace of Mind: Before returning the vehicle to service, our team conducts stringent safety checks to ensure that all repairs have been carried out flawlessly. Your peace of mind is our priority, and we go the extra mile to ensure that your vehicles are safe and ready to serve your passengers.

The Proposer shall specifically and separately:

- A. Our process for pre-delivery inspection compliance of Revenue Vehicles, on-site commissioning, and decommissioning is designed to ensure seamless integration with existing fleet maintenance operations, minimizing any potential interference.

Pre-Delivery Inspection Compliance: Before revenue vehicles are put into service, our dedicated team conducts comprehensive pre-delivery inspections. These inspections follow a standardized checklist, carefully assessing each vehicle to ensure they meet all safety and operational requirements. By performing these inspections before the vehicles enter service, we proactively identify and address any issues, reducing the risk of future breakdowns and minimizing disruptions to operations.

On-Site Commissioning: Our on-site commissioning process is carefully coordinated to ensure a smooth transition of new revenue vehicles into the active fleet. During commissioning, our experienced technicians verify that each vehicle is fully operational and calibrated to meet SMART's specific requirements. We conduct rigorous performance tests and system checks, leaving no room for errors.

Decommissioning: When revenue vehicles reach the end of their service life or require major overhauls, our decommissioning process ensures a seamless transition out of the active fleet. We conduct thorough assessments to determine whether vehicles are suitable for continued service or if it's more cost-effective to retire them. All necessary safety precautions are taken during the decommissioning process, ensuring compliance with environmental regulations.

Minimizing Interference with Fleet Maintenance Operations: We understand the importance of maintaining a reliable transit service while introducing new vehicles and retiring old ones. To minimize interference, we implement the following strategies:



San Miguel Authority for Regional Transportation

- Efficient Scheduling: Pre-delivery inspections, commissioning, and decommissioning tasks are strategically scheduled to avoid peak operational hours, reducing potential disruptions to regular fleet maintenance and service.
 - Expanded Maintenance Facilities: If needed, we can expand existing maintenance facilities or establish temporary facilities to accommodate additional inspection and commissioning needs without affecting the ongoing fleet maintenance.
 - Dedicated Teams: We allocate specialized teams for pre-delivery inspections, commissioning, and decommissioning tasks. These teams work alongside the regular maintenance crew, ensuring seamless collaboration without overwhelming existing operations.
 - Streamlined Processes: Our well-defined processes for inspections, commissioning, and decommissioning are designed for efficiency, enabling us to complete tasks promptly without sacrificing the quality of work.
- B. We have a well-defined approach to achieve our responsibilities regarding various On-Board Technologies, including AVL/CAD, radio systems, Automatic Passenger Counter (APC), cameras, fare collection systems, destination signs, radio, annunciator systems, GPS systems, and other Intelligent Transportation Systems (ITS) technologies.
- Inspection and maintenance of onboard technologies: Our team of technicians conducts regular inspections and maintenance of all On-Board Technologies. We adhere to a comprehensive schedule to ensure that each system is functioning optimally and in compliance with industry standards. These routine inspections allow us to identify potential issues early on and implement preventive measures to avoid any service disruptions.
 - Upgrades: As technology evolves in transportation, we are committed to staying at the forefront of advancements in On-Board Technologies. On a yearly basis we assess the current technologies utilized in each vehicle, and review new advancements in the space. If we determine the new advancements warrant the updating or replacing of technology we do so on a roll-out basis to each of our vehicles. We also ensure our mechanics are well-versed in any software updates needed in the technology we deploy. Telluride Express proactively evaluates new innovations and upgrades to enhance the performance and capabilities of our systems. Our upgrade strategy includes timely integration of the latest software and hardware solutions, ensuring seamless compatibility and optimal functionality.
 - Data-Driven Optimization: We leverage data insights from AVL/CAD, GPS systems, APC, and other technologies to optimize our operations. Analyzing real-time data allows us to make informed decisions on route planning, scheduling, and resource allocation, thereby enhancing operational efficiency and customer satisfaction.
 - Camera systems and security: We understand the critical role of camera systems in ensuring passenger safety and security. Our camera systems undergo regular maintenance and upgrades to maintain their effectiveness. We monitor and record camera feeds diligently, providing valuable evidence in case of any incidents or safety concerns.



San Miguel Authority for Regional Transportation

- Fare collection systems: The accuracy and reliability of our fare collection systems are of utmost importance. We employ routine checks and software updates to ensure smooth fare collection processes, minimizing potential issues and ensuring accurate revenue tracking.
 - Radio and communication systems: Effective communication is key to seamless operations. We prefer the use of state-of-the-art radio and communication systems to maintain constant connectivity with drivers and dispatch. Routine maintenance guarantees that these systems function flawlessly, facilitating real-time communication.
 - Destination signs and annunciator systems: Our destination signs and annunciator systems are integral to providing clear and accurate information to passengers. We regularly inspect and maintain these systems, ensuring they function properly to enhance the passenger experience.
 - Training and expertise: Our maintenance technicians undergo specialized training to stay up-to-date with the latest On-Board Technologies. This expertise empowers them to identify and address any technical issues efficiently.
- C. At Telluride Express, we use a proactive approach to maintenance, ensuring peak performance of the operations and maintenance facility and all equipment while reducing the need for unexpected maintenance and repair. Our commitment to excellence ensures a seamless and reliable transit service, with minimized downtime, high efficiency, and enhanced customer satisfaction.

Key Elements of Our Approach:

- Proactive Maintenance: Our maintenance strategy revolves around staying ahead of potential issues. Through regular inspections and scheduled maintenance, we keep equipment running smoothly, avoiding costly breakdowns and service disruptions. Our dedicated maintenance division undergoes specialized training to recognize and address potential issues promptly. Combined with cutting-edge technology and data analysis, we accurately diagnose problems before they become costly, saving you time and resources.
- Swift Action, Minimal Downtime: When maintenance needs arise, our skilled technicians are quick to respond. Swift repairs and timely servicing are our top priorities, guaranteeing minimal disruption to SMART's operations and ensuring a reliable transit service for your passengers.
- Data-Driven Precision: Leveraging advanced maintenance management systems, we use data insights to make informed decisions. Historical performance data guides us in predicting issues and implementing preventive measures, ensuring proactive maintenance tailored to each piece of equipment. Our extensive experience with SMART enables us to leverage existing data to further optimize operations year after year, achieving greater efficiency.
- Expert and Committed Team: Our team of certified technicians is highly trained and experienced, equipped to maintain diverse equipment effectively. Continuous training keeps them at the forefront of industry best practices, ensuring top-notch service for SMART. With our low turnover rate, we provide specialized expertise



San Miguel Authority for Regional Transportation

specific to the SMART contract, building a dedicated team that truly understands your unique needs.

- **Safety First:** Your passengers' safety is our top priority. Rigorous safety inspections and compliance checks are ingrained in our maintenance process, offering peace of mind to all stakeholders and ensuring a safe and secure transit experience.
- **Driving Efficiency:** We foster a culture of continuous improvement, with our technicians actively seeking ways to optimize maintenance procedures. This commitment to efficiency enhances equipment performance, extends its lifespan, and ultimately contributes to greater cost savings for SMART.

Our proactive maintenance excellence guarantees SMART a reliable and well-maintained Operations and Maintenance Facility, contributing to smoother operations and an exceptional transit experience. Partner with Telluride Express, and let us elevate your transit service to new heights of reliability and customer satisfaction.



San Miguel Authority for Regional Transportation

5.3 Price Proposal

Description of Cost	Estimated Hours	Cost Per Hour	Total Cost
Driver Wages	13341	\$30.00	\$400,230.00
Pre trip Inspections	2704	\$30.00	\$81,120.00
Washing Buses	364	\$30.00	\$10,920.00
Interior cleaning of buses	156	\$30.00	\$4,680.00
Travel associated with driver travel and deadheading of vehicles	9000	\$30.00	\$270,000.00
Payroll Taxes			\$99,703.50
Subtotal			\$866,653.50
Staff Wages			
Key Management Personnel	3120	\$40.75	\$127,140.00
Dispatch Operations personnel	8760	\$18.00	\$157,680.00
Administrative personnel	1560	\$20.83	\$32,500.00
Payroll Taxes			\$41,251.60
Subtotal			\$358,571.60
Vehicle Maintenance & Repair			
Parts			\$17,000.00
Labor			\$9,950.00
Subtotal			\$26,950.00
Insurance			
Workmans Comp			\$48,093.66
General Liability	NA	NA	NA
Commercial Auto	NA	NA	\$47,887.00
Umbrella Insurance	NA	NA	NA
Insurance related to Facilities	NA	NA	NA
Subtotal			\$95,980.66
GPS Tracking			\$1,000.00
Annual Cost			\$1,349,155.76

Authorized Signature:
Landon Ogilvie, Telluride Express


Landon E. Ogilvie, CEO

Title: CEO, Date: 7/21/2023



5.4 Required Attachments

A. Business References

////// GUNNISONVALLEYRTA.COM ////



June 8, 2023

To Whom It May Concern,

Alpine Express (a subsidiary of CoWest Transportation, LLC) has been providing excellent service for the Gunnison Valley RTA for the past thirteen years. The RTA contracts with Alpine Express to use our vehicles to provide commuter bus service between Gunnison and Mt. Crested Butte, Colorado. Alpine Express is responsible for all aspects of providing the service including staffing of drivers, dispatch, and supervisors, and providing vehicle maintenance on our fleet of commuter coaches.

We currently have ten MCI D4500 Commuter Coaches, eight of which are powered by compressed natural gas and two by diesel fuel. These vehicles range in age from zero to seven years old and the oldest vehicles have over 500,000 miles on them.

Alpine Express maintains our fleet of vehicles such that the oldest vehicles run just as well as the newest. Alpine Express Chief Mechanic Danny Bartelli is knowledgeable, engaging, and cares deeply about our fleet. His expertise is an essential part of our operations and I highly recommend CoWest for their ability to maintain our fleet.

The Gunnison Valley RTA has a very strong partnership with Alpine Express and our community greatly from this relationship.

Please contact me with any questions. Thank you.

Sincerely,

Scott Truex,
Executive Director
Gunnison Valley RTA

STRUEX@GUNNISONVALLEYRTA.ORG
(970) 275-0111

WE MOVE YOU!
PO BOX 39, CRESTED BUTTE, CO 81224



San Miguel Authority for Regional Transportation



RE: Reference for Alpine Express

June 3, 2023

To Whom It May Concern:

This letter is in reference to the maintenance capabilities of Alpine Express in Gunnison, Colorado. Alpine Express operates several vehicles for the Colorado Department of Transportation's inter-city bus program, Outrider. As the project manager for the CDOT's maintenance quality assurance program and having met directly with Alpine staff, including Gunnison maintenance director Danny Bartelli, on numerous occasions, I feel that I am qualified to provide this letter of reference.

TransitPlus has been working with Alpine since 2018 and has been involved in all phases of maintenance from procurement to on-site inspections at provider sites, as well have as having daily communications regarding vehicle maintenance actions and events. Through our collaboration with Alpine Express, our team has experienced helpful and willing staff at all levels, a clean and organized shop facility, a willingness to embrace available technologies and maximize resources, and the ability to quickly adapt to changes. The Alpine Express maintenance shop is well run, cooperative, responsive and consistently meets the CDOT performance standards.

I would recommend Alpine Express to anyone. Should you have any questions, please contact me at (303) 728-4582.

Sincerely,

Ralph Power
CDOT QA PM

TransitPlus, Inc.

2800 Ridge Road

Elizabeth, Colorado 80107



San Miguel Authority for Regional Transportation

- B. DBE Commitment to Comply- see exhibit 2
- C. Bid Form- see budget
- D. The following is our list of known Vendors and Subcontractors:
 - Napa, Fleetpride, Ford
 - Southern Tire Mart

5.5 Financial Capacity

Telluride Express understands the need to provide relevant financial information to assess our stability and financial strength for the SMART project. We hereby authorize SMART to order credit reports and verify necessary details, including earnings, bank accounts, and asset or liability balances.

Upon request, Telluride Express will promptly provide the following information to facilitate the evaluation on an as needed basis:

Financial Statements: Audited financial statements for the past three fiscal years, including income statements, balance sheets, and cash flow statements, along with relevant footnotes and management analysis.

Bank References: Letters of reference from our primary banking institutions, confirming the duration of our relationship, account balances, and financial credibility.

Credit Reports: We will ensure the necessary credit reports are obtained and made available directly to SMART for assessment.

Auditors' Opinion: The audited financial statements will be reviewed and certified by an independent auditing firm, providing an expert opinion on the accuracy and reliability of our financial information.

Additional Supporting Documents: Any relevant documentation, such as asset details, investment portfolios, and financial ratios, that can contribute to the evaluation process.

Telluride Express maintains meticulous financial records, showcasing a strong track record of success. Our solid financial foundation positions us to fulfill commitments and invest in the successful implementation of the SMART project.

5.6 Litigation History

Telluride Express acknowledges the requirement to provide information regarding litigation history as part of the proposal for the SMART project. We confirm that we have not been involved in any litigation, including local, state, and federal proceedings, within the past five (5) years.



San Miguel Authority for Regional Transportation

PUC Attachment- exhibit 1

LETTER OF AUTHORITY

Issued By
Department of Regulatory Agencies

THE PUBLIC UTILITIES COMMISSION
1560 Broadway, Suite 250
Denver, CO 80202

ISSUED TO:

Certificate Number: 1648

San Miguel Mountain Ventures LLC, Gisdho Shuttle, Inc.
dba Telluride Express &/or Wild West Tours &/or Montrose Express
P.O. Box 188
Telluride, CO 81435

CPCN 1648 shall be re-issued as follows:

- I) Transportation of passengers, in taxi service:
 - A) Between all points within a 100-mile radius of the United States Post Office at Telluride Colorado;

RESTRICTIONS:

Item I.A. is restricted:

- 1) With regard to Mesa County, service must either originate or terminate in Telluride, Colorado, and provide service to or from any commercial aviation airport or bus terminal in Mesa County;
- 2) To the use of equipment with a passenger capacity of eight or less, including the driver;
- 3) Against providing transportation originating at the La Plata County Airport;
- 4) Against providing transportation originating in Archuleta County, Colorado;
- 5) Against providing taxi service between points within Montrose County, on the one hand, and on the other hand, all points within the County of Hinsdale, State of Colorado, and that portion of Gunnison County within a 100-mile radius of the United States Post Office at Telluride, Colorado; and
- 6) Against providing taxi service from points in San Juan County, Colorado to points in Montrose County, State of Colorado.
 - B) From points in Montrose, Colorado and a 12-mile radius thereof to Grand Junction, Colorado, and Walker Airfield, Grand Junction, Colorado, with the right to perform round-trip service;

(S E A L)



**CONTINUOUS
UNTIL REVOKED, CANCELED,
SUSPENDED, ALTERED, OR AMENDED**

THIS LETTER OF AUTHORITY MUST BE MAINTAINED AT
YOUR PRINCIPAL PLACE OF BUSINESS AND PRESENTED TO
ANY ENFORCEMENT OFFICIAL UPON REQUEST.

- 1 -



San Miguel Authority for Regional Transportation

LETTER OF AUTHORITY

Issued By
Department of Regulatory Agencies

THE PUBLIC UTILITIES COMMISSION
1560 Broadway, Suite 250
Denver, CO 80202

RESTRICTION:

Item I.B. is restricted:

Waiting time for return trip of round-trip service, shall not exceed one hour at Walker Airfield, Grand Junction, Colorado.

- C) From points within a 12-mile radius of the intersection of Colorado State Highway No. 92 and U.S. Highway No. 50 at Delta, Colorado, to Grand Junction, Colorado, and Walker Airfield, Grand Junction, Colorado, with the right to perform round-trip service; and
- D) Between all points located within that portion of San Miguel County lying within a 10-mile radius of Telluride, Colorado, and between said points, on the one hand, and all points within the State of Colorado, on the other hand.
- II) Transportation of passengers, in call-and-demand shuttle service:
- A) Between all points within a 100-mile radius of the United States Post Office in Telluride, Colorado;

RESTRICTIONS:

Item II.A. is restricted:

- 1) Against providing service between Gunnison, Colorado and Crested Butte, Colorado;
- 2) Against providing service to, from, or between points located within a ten-mile radius of the intersection of Elk Avenue and Colorado State Highway 135 in Crested Butte, Colorado;
- 3) Against providing service to, from, or between points in Aspen and Snowmass, Colorado;
- 4) Operations to or from Montrose County are restricted to pick-up or discharge of passengers at the Montrose County Airport and/or the bus terminal;
- 5) Against providing service between points in Mesa County, Colorado, other than as authorized by Item II.D; and

(S E A L)



**CONTINUOUS
UNTIL REVOKED, CANCELED,
SUSPENDED, ALTERED, OR AMENDED**

THIS LETTER OF AUTHORITY MUST BE MAINTAINED AT
YOUR PRINCIPAL PLACE OF BUSINESS AND PRESENTED TO
ANY ENFORCEMENT OFFICIAL UPON REQUEST.

- 2 -



San Miguel Authority for Regional Transportation

LETTER OF AUTHORITY

Issued By
Department of Regulatory Agencies

THE PUBLIC UTILITIES COMMISSION

1560 Broadway, Suite 250
Denver, CO 80202

- 6) Against providing service to, from, or between points in San Juan, Archuleta, and La Plata Counties, Colorado.
- B) Between all points within a 15-mile radius of the intersection of U.S. Highway 50 and U.S. Highway 550 in Montrose, Colorado, on the one hand, and on the other hand, all points within a 15-mile radius of the Post Office at Crested Butte, Colorado;

RESTRICTION:

Item II.B. is restricted: To an office in Montrose, Colorado, for the purpose of soliciting or developing business.

- C) Between all points located within that portion of San Miguel County lying within a 10- mile radius of Telluride, Colorado, and between said points, on the one hand, and all points within the State of Colorado, on the other hand; and
- D) Between all points within a ten-mile radius of the intersection of 5th and Main Streets, in Grand Junction, Colorado, on the one hand, and all points within a ten-mile radius of the Powderhorn Ski Resort, County of Mesa, State of Colorado, on the other hand;

RESTRICTION:

Item II.D is restricted against the use of vehicles having a rated seating capacity of eight passengers or less, excluding the driver;

- III) Transportation of passengers, in call-and-demand charter service
- A) Between all points within a 100-mile radius of the United States Post Office in Telluride, Colorado;

RESTRICTION:

Item III.A. is restricted:

- 1) Against providing service between Gunnison, Colorado and Crested Butte, Colorado;
- 2) Against providing service to, from, or between points located within a ten-mile radius of the intersection of Elk Avenue and Colorado State Highway 135 in Crested Butte, Colorado;

(S E A L)



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- 3 -



San Miguel Authority for Regional Transportation

LETTER OF AUTHORITY

Issued By
Department of Regulatory Agencies

THE PUBLIC UTILITIES COMMISSION

1560 Broadway, Suite 250
Denver, CO 80202

- 3) Against providing service to, from, or between points in Aspen and Snowmass, Colorado other than as authorized by Item III.D;
- 4) Operations to or from Montrose County are restricted to pick-up or discharge of passengers at the Montrose County Airport and/or the bus terminal;
- 5) Against providing service between points in Mesa County, Colorado, other than as authorized by Item III.D; and
- 6) Against providing service to, from, or between points in San Juan, Archuleta, and La Plata Counties, Colorado.
- B) Between all points within a 15-mile radius of the intersection of U.S. Highway 50 and U.S. Highway 550 in Montrose, Colorado, on the one hand, and on the other hand, all points within a 15-mile radius of the Post Office at Crested Butte, Colorado; and

RESTRICTION:

Item III.B. is restricted: To an office in Montrose, Colorado, for the purpose of soliciting or developing business.

- C) Between all points located within that portion of San Miguel County lying within a 10-mile radius of Telluride, Colorado, and between said points, on the one hand, and all points within the State of Colorado, on the other hand.
- D) Between all points within a 20-mile radius of the intersection of 5th and Main Streets, in Grand Junction, Colorado, on the one hand, and all points within a 100-mile radius of said intersection, on the other hand; and

RESTRICTION:

Item III.D. is restricted against service to or from points lying within a ten-mile radius of the intersection of Colorado Highway 135 and Elk Avenue, in Crested Butte, Colorado;

- IV) Transportation of passengers, in sightseeing service:

(S E A L)



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- 4 -



San Miguel Authority for Regional Transportation

LETTER OF AUTHORITY

Issued By
Department of Regulatory Agencies

THE PUBLIC UTILITIES COMMISSION

1560 Broadway, Suite 250
Denver, CO 80202

A) Between all points within a 100-mile radius of the United States Post Office in Telluride, Colorado;

RESTRICTION:

Item IV.A. is restricted: To providing service which both originates and terminates in San Miguel County, Colorado.

B) Between all points within Montrose, Colorado, and a 12-mile radius thereof, and between said points, on the hand, and all points lying west of the Continental Divide, State of Colorado, on the other hand;

C) Between all points within a 12-mile radius of the intersection of Colorado State Highway No. 92 and U.S. Highway No. 50 at Delta, Colorado, and between said points, on the one hand, and all points lying west of the Continental Divide, State of Colorado, on the other hand; and

D) Between all points located within that portion of San Miguel County lying within a 10- mile radius of Telluride, Colorado, and between said points, on the one hand, and all points within the State of Colorado, on the other hand.

E) Between all points in Mesa County, and between said points on the one hand, and all points in the Counties of Moffat, Rio Blanco, Garfield, Delta, Montrose, San Miguel, Dolores, Montezuma, La Plata, San Juan, Ouray, Gunnison, and Pitkin, State of Colorado, on the other hand.

V) Transportation of

passengers, in call-and-demand shuttle service, from Walker Field in Grand Junction, Colorado, to points within a 100-mile radius of the United States Post office at Telluride, Colorado.

RESTRICTION:

Item V is restricted: Against providing service to points in Pitkin and Gunnison Counties, Colorado.

VI) To the extent that any paragraphs of this certificate authorize duplicating authority, only one operating authority exists.

Decision No. R18-0600
Issue Date: September 10, 2018

(S E A L)



**CONTINUOUS
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Commitment To Comply: DBE- exhibit 2

Disadvantaged Business Enterprise (DBE) Commitment

Telluride Express, in response to the solicitation by SMART for the RFP #2023-002 REGIONAL TRANSIT OPERATIONS and MAINTENANCE, acknowledges and fully complies with the requirements outlined in Regulations 49 CFR Part 26, set forth by the U.S. Department of Transportation. Our commitment to diversity and inclusivity aligns with SMART's policy of nondiscrimination, ensuring equal opportunities for all qualifying companies, regardless of age, disability, race, gender, color, sex, religion, or national origin.

SMART has established a DBE participation goal of 3.0% of the total dollar value of the Contract, covering the initial Contract term, renewals, changes, or amendments. While not mandatory to designate specific DBE subcontractors in our Proposal, we pledge to execute a "Commitment to Comply" with the DBE requirement, affirming our commitment to utilize any DBE subconsultant, subcontractor, or supplier whose participation we have submitted with our Proposal to meet the contract goal.

Our proposal will encompass thorough and transparent documentation of the commitment made to DBEs, and we assure SMART that we will make diligent good faith efforts to meet the DBE goal. In the event that the goal is not entirely met through our proposal, we will promptly provide evidence of our Good Faith Efforts, demonstrating our active engagement in fostering DBE participation.

As part of our commitment, we will actively collaborate with DBEs, providing them opportunities to participate meaningfully in this Contract. We recognize the importance of open communication and will maintain regular contact with the DBEs throughout the project's duration.

To ensure compliance, we will diligently review the most current version of the Colorado Department of Transportation (CDOT) DBE Directory, ensuring the certification status of any company listed in our proposal at the time of submission. Our commitment to diversity and inclusion extends to every aspect of the project, reflecting our dedication to upholding SMART's DBE participation goals.

Landon Ogilvie, CEO, Telluride Express



Landon E. Ogilvie, CEO

7/21/2023



5 Year Safety Record- exhibit 3

Over the course of the preceding five-year period, Telluride Express has diligently maintained a safety record void of any reported fatalities. Should it be deemed necessary, we stand fully prepared to furnish comprehensive loss runs to substantiate the veracity of our claim. Our unwavering focus on safety is underscored by meticulous risk management practices, ensuring the utmost protection and welfare of our esteemed passengers, valued personnel, and the public at large.



TRANSPORTATION SERVICE AGREEMENT

This Agreement is made and entered into effective as of the 1st day of November, 2023, by and between the San Miguel Authority for Regional Transportation, a political subdivision of the State of Colorado, formed pursuant to the Regional Transportation Authority Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, whose address is P.O. Box 3140, Telluride, CO 81435 (“SMART”), and San Miguel Mountain Ventures, LLC, a Colorado limited liability company, doing business as Telluride Express, whose address is 2940 N. Townsend, Montrose CO 81401 (“TELLURIDE EXPRESS”).

RECITALS:

1. **SMART** is a regional transportation authority formed for the purpose of enhancing public transportation within its boundaries.
2. **TELLURIDE EXPRESS** is in the business of providing public transportation utilizing motor vehicles, including buses, and holds all licenses, permits, and approvals necessary to provide the transportation services described herein to the public.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **TERM.** The initial term of this Agreement shall commence November 1, 2023, and terminate on November 1, 2024, unless earlier terminated as provided in Paragraph 16 of this Agreement (the “Initial Term”). This agreement may be renewed for five (5) successive one (1) year terms as provided in Paragraph 9 of this Agreement (each a “Renewal Term”).
2. **TRANSPORTATION SERVICE.** During the Initial Term and all Renewal Terms, TELLURIDE EXPRESS shall provide scheduled passenger bus service in accordance with the Scope of Services set forth in Exhibit 1, attached hereto and incorporated herein by this reference (the “Service” or “Services”). During the Initial Term and all Renewal Terms, the Service shall be provided in accordance with the Trip Schedule set forth in Exhibit 1, Section 1: Anticipated Routes and Revenue Service Hours attached hereto and incorporated herein by this reference, beginning November 1 of each year, and continuing daily through October 31 of the following year, unless otherwise agreed upon by both parties.
3. **EQUIPMENT.** TELLURIDE EXPRESS shall provide the Service utilizing buses and vans currently owned by SMART, any new buses procured by SMART during the Initial Term or any Renewal Term, and less any buses retired from service by SMART in the future. SMART hereby leases said buses to TELLURIDE EXPRESS for the Initial Term and any Renewal Term for the rental sum of One Dollar (\$1.00) per bus, the receipt and sufficiency of which is hereby acknowledged. Said leases are attached hereto and incorporated herein as Exhibit 2. TELLURIDE EXPRESS shall use said buses solely to provide the Service and shall not use said buses for any other purpose or to provide any transportation services other than as described herein. The buses shall bear the SMART name and logo and TELLURIDE EXPRESS’s telephone number associated with the Service. In the event there are insufficient SMART leased buses to provide the Service at the SMART’s designated frequency due to mechanical problems or otherwise, TELLURIDE EXPRESS is authorized, with SMART’s approval, to substitute substantially similar buses owned by TELLURIDE EXPRESS (if available) to provide the Service at an additional cost as set forth in this Agreement.

- 4. PAYMENT FOR SCHEDULED TRANSPORTATION SERVICE.** In consideration of TELLURIDE EXPRESS providing the Service and other associated services as provided herein, TELLURIDE EXPRESS shall be compensated in accordance with the following schedule: \$100.76 per revenue service hour and shall include all costs associated with delivering Transportation Services as described in this agreement and the accompanying Exhibits.

TELLURIDE EXPRESS shall invoice SMART in accordance with the above schedule by the 5th day of the month following the month Services are provided. SMART will pay TELLURIDE EXPRESS for the Services provided by the 21st day of the month following the month Services are provided.

- 5. INSURANCE.** During the Term and any Renewal Term, TELLURIDE EXPRESS shall carry and maintain:

a) comprehensive casualty insurance insuring all leased buses against loss or damage by fire, collision, or any other risk covered by standard comprehensive coverage endorsement then in use in Colorado, and any other risks reasonably required by SMART, in an amount of not less than the total value of all leased buses after straight line depreciation over a period of twelve years;

b) general liability insurance with aggregate limits of at least \$5,000,000.00 per occurrence for personal injury (including, without limitation, bodily injury and death) and/or property damage. TELLURIDE EXPRESS shall list San Miguel County and San Miguel Authority for Regional Transportation as additionally insured;

c) comprehensive automobile liability coverage provided on an occurrence basis, covering all owned, hired, rented, and non-owned vehicles with a combined single limit coverage of not less than \$5,000,000.00 for each occurrence of personal injury (including, without limitation, bodily injury and death) and/or property damage; and

d) workmen's compensation insurance as required by Colorado state law. TELLURIDE EXPRESS shall cause SMART, the State of Colorado, and all authorized contract users to be named as additional insureds on the policies of insurance described in (a), (b), and (c) above. All such policies shall be primary over any other valid and collectable insurance. Such policies shall provide that the policies shall not be cancelled or materially modified without first giving no less than thirty (30) days' written notice to SMART. TELLURIDE EXPRESS shall provide SMART with a certificate showing compliance with this paragraph.

SMART shall reimburse TELLURIDE EXPRESS for the cost of carrying the insurance for the leased buses as described in this paragraph.

- 8. PERMITS, LICENSES, AND REGULATORY COMPLIANCE.** At all times during the term of this Agreement, TELLURIDE EXPRESS shall maintain in full force and effect all governmental permits and licenses necessary for it to provide the Service required by this Agreement. SMART shall register all vehicles leased to TELLURIDE EXPRESS pursuant to this Agreement. All drivers employed by TELLURIDE EXPRESS to provide the Service shall have a valid Class B commercial driver's license from the State of Colorado and be in compliance with all State and Federal laws and regulations, including, but not limited to, the Federal transit laws codified at 49 U.S.C., Chapter 53, and 49 CFR 5, 27, 37, 38, and 655. Each driver employed by TELLURIDE EXPRESS to operate the buses shall agree, in writing, to comply with the Drug and Alcohol Misuse Regulations at 49 CFR 655.

TELLURIDE EXPRESS agrees that the Federal and State Certifications contained in Exhibit 3, attached hereto and incorporated herein, are a part of this Agreement.

- 9. RENEWAL.** Subject to the annual appropriation of funds by SMART to provide the Service described herein, this Agreement shall automatically renew for five (5) successive one-year terms (each a Renewal Term) unless written notice is given by SMART to TELLURIDE EXPRESS on or before June 15 any year of its intention to terminate this Agreement for the upcoming year. In the event this Agreement is not terminated, the dollar amounts of compensation set forth in section 6 shall be adjusted for each Renewal Term in accordance with the following formula:

$$\begin{array}{l} \text{CPI for the 1}^{\text{st}} \text{ half} \\ \text{of the year in which} \\ \text{renewal is to occur} \end{array} \quad \begin{array}{l} \text{Schedule of compensation in} \\ \text{Paragraph (4)} \end{array} \quad \begin{array}{l} \text{X} \\ \\ \end{array} \quad \begin{array}{l} \text{Schedule of compensation in} \\ \text{Paragraph (4)} \end{array} \quad \begin{array}{l} \\ \\ \end{array} \quad \begin{array}{l} \text{Schedule of compensation for} \\ \text{next Renewal Term} \end{array} \quad \begin{array}{l} \\ \\ \end{array} \quad = \quad \begin{array}{l} \text{Schedule of compensation for} \\ \text{next Renewal Term} \end{array}$$

CPI for the 1st half
of 2023

In the above formula, CPI means the Consumer Price Index for Denver-Aurora-Lakewood; all items, less Energy, issued by the U.S. Department of Labor - Division of Labor Statistics.

- 10. INDEMNIFICATION.** To the extent permitted by law, each of the parties hereto agrees to indemnify, defend, and hold harmless the other party, its officers, directors, and employees, from and against any and all third-party liabilities, damages, losses, claims, suits, liens, demands, actions, causes of action, judgments, fines, penalties, and expenses (including, without limitation, reasonable attorney's fees) of any nature whatsoever arising out of or in connection with the indemnifying party's performance of any action required by this Agreement.
- 11. GOVERNING LAW AND JURISDICTION.** This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of Colorado. Jurisdiction over any dispute or interpretation of this Agreement shall be in the District Court of the County of San Miguel, State of Colorado.
- 12. ASSIGNMENT.** Neither party to this Agreement shall assign this Agreement or any interest herein without obtaining the prior written consent of the other party.
- 13. ATTORNEY'S FEES.** If either party brings an action to interpret or enforce any provision of this Agreement, the prevailing party therein shall be entitled to recover all costs of such action, including reasonable attorney's fees.
- 14. WAIVERS AND AMENDMENTS.** This Agreement embodies the entire agreement and understanding of the parties and terminates and supersedes all prior agreements or understandings, whether written or oral, between the parties covering the subject matter hereof. The provisions of this Agreement shall govern all Service to be provided hereunder, and no addition, amendment, waiver, or modification to this Agreement shall be effective unless signed by a duly authorized representative of both TELLURIDE EXPRESS and SMART.
- 15. SEVERABILITY.** In the event any one or more of the provisions of this Agreement shall be determined to be invalid, unenforceable, or illegal, such invalidity, unenforceability, or illegality

shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, with the remainder of this Agreement being enforced to the fullest extent possible.

16. TERMINATION UPON DEFAULT. This Agreement may be terminated prior to the end of the Initial Term, or any Renewal Term, for cause and upon default in the performance of this Agreement. If a default exists, the defaulting party shall be notified in writing as set forth in paragraph 35 and shall have thirty (30) days to cure such default unless the parties agree that a longer time period is necessary. In the event of an uncured default, the other party may terminate this Agreement. Should SMART terminate this Agreement due to the uncured default of TELLURIDE EXPRESS, TELLURIDE EXPRESS agrees that liquidated damages are appropriate and are set at the price per revenue hour of service in place at the time of termination, for the number of days it takes the SMART to hire a new contractor. Should TELLURIDE EXPRESS terminate this Agreement due to the uncured default of the SMART, it shall be entitled to compensation earned up to and including the date of termination.

17. RELATIONSHIP OF PARTIES. For the purpose of this Agreement, TELLURIDE EXPRESS is an independent contractor and shall not be deemed to be the agent, partner, employee, or joint venturer of SMART.

18. NOTICES. Any notice required to be given by either party to the other pursuant to this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, transmitted by facsimile, sent by overnight delivery, or sent by certified mail, return receipt requested, addressed to the other party at the addresses set forth herein. Either party will have the right to change its respective address for notice to any other location by giving at least five (5) business days' prior written notice to the other party in the manner set forth above.

Notice to TELLURIDE EXPRESS

Notice to SMART

SMART Service Contract Manager

SMART Executive Director

2940 N. Townsend

P.O. Box 3140

Montrose Colorado, 81401

Telluride Colorado, 8143

20. MISCELLANEOUS GOVERNMENTAL PROVISIONS.

- a) Indemnification by SMART. Colorado entities are generally precluded from entering into agreements for indemnification. Wherever, the Agreement provides for an indemnification by SMART such indemnification shall be limited only to the extent permitted by law.
- b) No Waiver of Governmental Immunity Act or other Protections for a Governmental Entity. The parties hereto understand and agree that SMART is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act et seq., C.R.S. § 24-10-101, et seq. as from time to time amended, or any other rights, protections, immunities, defenses or limitations on liability provided by law or any applicable provisions of the Colorado Constitution and other applicable laws or otherwise available to SMART, its subsidiary, associated and/or affiliated entities, successors, or assigns; or its elected officials, employees, agents, and volunteers.

- c) No Joint Venture. Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the Parties other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither Party shall have the express or implied right to act for, on behalf of, or in the name of the other Party.
- d) No Third-Party Beneficiary. No third party may enforce or rely upon this Agreement.
- e) Non-appropriation of Funds. SMART's financial obligation under the Agreement shall be contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. No legal liability on the part of SMART for any payment may arise until funds are appropriated and made available for the Agreement by SMART's Board of Directors.
- f) Extension or Modification. This Agreement may not be amended or supplemented, nor may any obligations hereunder be waived, except by agreement signed by both parties. No additional services or work performed by TELLURIDE EXPRESS shall be the basis for additional compensation unless and until TELLURIDE EXPRESS has obtained written authorization and acknowledgement by SMART for such additional services in accordance with SMART's internal policies. Accordingly, no course of conduct or dealings between the parties, nor verbal change orders, express or implied acceptance of alterations or additions to the Services, and no claim that SMART has been unjustly enriched by any additional services, whether or not there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder. In the event that written authorization and acknowledgment by SMART for such additional services is not timely executed and issued in strict accordance with this Agreement, TELLURIDE EXPRESS's rights with respect to such additional services shall be deemed waived and such failure shall result in non-payment for such additional services or work performed.
- g) Nonwaiver. No failure or waiver or successive failures or waivers on the part of either party, its successors or permitted assigns, in the enforcement of any condition, covenants, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.
- h) Colorado Open Records Act. TELLURIDE EXPRESS acknowledges and agrees that all records of SMART are subject to the Colorado Open Records Act, C.R.S. 24-72-201 through 24-72-309, et seq. Any request for information directed to TELLURIDE EXPRESS the Manufacturer, pursuant to the Colorado Open Records Act, by the public shall be immediately redirected to SMART for handling. SMART shall be responsible for providing response to requests pertaining to this Agreement, either directly or indirectly under the Colorado Open Records Act.

21. RESOLUTIONS OF CLAIMS AND DISPUTES

- a) Negotiation. The parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to the Contract. If a controversy or claim should arise, SMART'S Executive Director (herein referred to as "SMART'S Executive Director") and TELLURIDE EXPRESS's principal contact with SMART (herein referred to as "TELLURIDE EXPRESS's Representative") will meet at least once and will attempt in good faith to resolve the dispute. For such purpose, either may request the other to meet within seven (7) days, at a mutually agreed upon time and place.
- b) Mediation. If the dispute has not been resolved within twenty-one (21) days after the first meeting of SMART'S Executive Director and TELLURIDE EXPRESS's Representative (or such longer period of time as may be mutually agreed upon), either party may refer the claim or controversy to non-binding mediation by sending a written mediation request to the other party. In the event

that such a request is made, the parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under the Contract shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (herein referred to as the "Mediator"). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the dispute. Should the Mediator be unable or unwilling to continue to serve, the parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

- c) Litigation. If the dispute is not resolved within fifteen (15) days after the commencement of mediation, or if no mediation has been commenced 11 within thirty (30) days after the first meeting between SMART's Executive Director and TELLURIDE EXPRESS's Representative (or such longer period of time as may be mutually agreed upon), either party may commence litigation to resolve the dispute in any Colorado state court of competent jurisdiction in San Miguel County or such other venue as the parties may agree upon in writing.
- d) Unless otherwise directed by SMART, TELLURIDE EXPRESS shall continue performance under the Contract while matters in dispute are being resolved.

SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION

By: _____

Joe Dillsworth, Chair

Attest:

SAN MIGUEL MOUNTAIN VENTURES INC. D/B/A TELLURIDE EXPRESS, A COLORADO CORPORATION

By: _____

Landon Ogilvie, President

Attest:

Exhibit 1 – Scope of Services

SMART considers the items described in the following as “Scope of Services” to be the minimum effort necessary to provide quality transit services by Telluride Express to SMART. These provisions shall be read and applied.

Telluride Express shall operate, maintain, and administer all services in this Scope of Services, such that nothing remains to be purchased, provided, or supplied by SMART, except as specifically provided herein.

Telluride Express shall assist and cooperate with SMART in meeting the objectives of providing safe, high-quality fixed route transportation services. Telluride Express shall perform close liaison activities, coordinate, and cooperate with SMART on matters related to operations, monitoring, reporting and service performance measurements, and will respond promptly to any inquiries, concerns, and requests of the SMART Project Manager.

All maintenance services performed on SMART vehicles shall be based at Telluride Express Operations & Maintenance Facility located at 2940 N. Townsend, in Montrose, Colorado, until such time as the planned SMART facility becomes available unless otherwise specifically described herein or approved by the SMART Project Manager. The Lawson Hill Park & Ride and the Norwood bus barn are available for repairs that can be accomplished in those venues and for storing buses that are not being used.

TABLE OF CONTENTS

SECTION 1:	Anticipated Routes and Revenue Service Hours	3
SECTION 2:	Paratransit	4
SECTION 3:	Delays and Route Deviations	5
SECTION 4:	Service changes	5
SECTION 5:	Personnel	6
SECTION 6:	Wages and Benefits	7
SECTION 7:	Minimum Requirements for Employee Training	7
SECTION 8:	Vehicle Maintenance	8
SECTION 9:	Maintenance Records	9
SECTION 10:	Warranty Management	9
SECTION 11:	Preventive Maintenance Program	10
SECTION 12:	Routine Maintenance Program	11
SECTION 13:	On-board Technologies	11
SECTION 14:	Tires	11
SECTION 15:	Pre-trip and Post-trip Inspections	12
SECTION 16:	Out of Service Requirements	12
SECTION 17:	Vehicle Servicing	13
SECTION 18:	Parts Inventory	14
SECTION 19:	Body Damage	14
SECTION 20:	Emissions Control Program	14
SECTION 21:	Vehicle Commissioning and Decommissioning	15
SECTION 22:	Fuel and Fueling	15
SECTION 23:	Revenue Vehicles	15
SECTION 24:	Customer Service and Relations	16
SECTION 25:	Complaints and Inquiries	16
SECTION 26:	Marketing	17
SECTION 27:	Media Relations	17
SECTION 28:	Safety, Security and Emergency Management	17
SECTION 29:	Fare Collection and Management	17
SECTION 30:	Revenue Management and Security	18
SECTION 31:	Performance Standards	18
SECTION 32:	Incentives and Liquidated Damages	19
SECTION 33:	Management Plan and Reporting Requirements	20
SECTION 33:	Electronic Document Management System	21
SECTION 34:	Management Plans	21

SECTION 1: ANTICIPATED ROUTES AND REVENUE SERVICE HOURS

The anticipated revenue service hours are listed in the following table:

Route & Description	Approximate Annual Hours
<p>Down Valley Route M-F: Commuter Service operating a limited schedule between the Down Valley communities (Sawpit, Placerville, etc.) and the Town of Telluride. The Down Valley Route runs between Telluride and Placerville, Monday through Friday. It makes four trips each direction.</p>	1485
<p>Nucla/Naturita Route M-F: Commuter Service operating a limited schedule between Nucla, Naturita, Redvale, Norwood, Placerville and the Town of Telluride. The Nucla/Naturita route operates Monday through Friday. It leaves Nucla at 6:45AM and arrives in Telluride at 8:30 AM. It leaves Telluride at 5:00 PM and arrives in Nucla at 6:45 PM.</p>	917
<p>Norwood Route M-F: Commuter Service operating a limited schedule between the Town of Norwood and the Town of Telluride. The Norwood Route operates between Norwood and Telluride. On Monday through Friday, there are three trips to Telluride from Norwood and four trips from Telluride to Norwood. On Saturday and Sunday, there is one trip in each direction.</p>	1817
<p>Rico Route M-F: Commuter Service operating a limited schedule between the Town of Rico and the Town of Telluride. The Rico Route leaves Rico at 7:00 AM and arrives in Telluride at 7:45 AM. It leaves Telluride at 5:15 PM and arrives in Rico at 6:10 PM. The Rico Route operates Monday – Friday.</p>	393
<p>Lawson Hill Route: Fixed Route Service operating a limited schedule between Lawson Hill and the Town of Telluride seven days per week. This route operates at 45-minute intervals beginning at 6:25 AM and ending at 11:20 AM, beginning again at 2:25 PM and ending at 10:40 PM seven days per week excluding the period between the first Monday in April until the Wednesday prior to Memorial Day and the third Sunday in October until the Wednesday prior to Thanksgiving.</p>	3529
<p>Lawson Hill/Mountain Village M-F: Fixed Route Service operating a limited schedule between Lawson Hill and the Town of Mountain Village. This service makes three loops in the morning and three loops in the afternoon Monday – Friday, excluding the period between the first Monday in April until the Wednesday prior to Memorial Day and the third Sunday in October until the Wednesday prior to Thanksgiving.</p>	764
<p>Offseason Local Route: Fixed Route Service operating a limited schedule between Telluride and the Town of Mountain Village, that includes service to Lawson Hill and the Meadows area in the Mountain Village. The Offseason Route operates Monday through Friday from 5:55 AM until 12:01 AM at 45-minute intervals. On Saturday and Sunday, it operates along the same</p>	2995

route at one and a half hour intervals. This route begins on the first Monday in April and ends the Wednesday prior to Memorial Day. It begins again on the Monday after the third Sunday in October and ends the Wednesday prior to Thanksgiving.	
Offseason Express M-F Fixed route service operating a limited schedule between Telluride and the Town of Mountain Village. The Offseason Express operates at 55-minute intervals and begins on the first Monday in April and ends the Wednesday prior to Memorial Day. It begins again on the Monday after the third Sunday in October and ends the Wednesday prior to Thanksgiving.	524
Montrose M-F* Commuter Service operating a limited schedule between Montrose and the Town of Telluride. Times are to be determined. There will be an AM trip from Montrose to Telluride and a PM trip from Telluride to Montrose. Route will include service to Ridgway.	917
Total	13,389

*This would be a new route and may not be in service on January 1st, 2024.

- A. In the Renewal Term, the Anticipated Revenue Service Hours are estimated to be the same as indicated in the table.
- B. Telluride Express rate for each Revenue Service Hours for the Renewal Term shall be negotiated at the time SMART issues its notice of intent to renew the Contract for each year.

SECTION 2: PARATRANSIT

Per Federal Transit Administration regulations, SMART is required to provide demand response complimentary paratransit services within a ¾ mile of the Lawson Hill Route, the Lawson Hill/Mountain Village Route, the Offseason Route and the Offseason Express Route.

- A. ADA Complementary Paratransit service will be provided to individuals who have are qualified for such services due to an assessed disability which precludes them from independently riding a regular fixed route bus, getting on/off a bus, or getting to/from a bus stop. Service will be provided to a previously assessed, eligible rider who has requested and reserved ADA Complementary Paratransit service 24 hours in advance of the day and time they are requesting to use the service.
- B. SMART determines individual eligibility based on functional assessment considerations of how individuals are best served by ADA Complementary Paratransit service based on guidelines established by the Americans with Disabilities Act of 1990. Other barriers to using existing services, including inconvenience, inexperience and/or personal choice not to utilize regular fixed route service is not an indicator of whether or not an individual will qualify to use ADA Complementary Paratransit service.

All SMART owned buses and one SMART owned van are equipped with ADA equipment. In coordination with the SMART Project Manager, Telluride Express shall use a SMART vehicle and provide trained

personnel to provide this service within 24 hours of customer requested service. SMART shall notify Telluride Express immediately after such request is approved.

SECTION 3: DELAYS AND ROUTE DEVIATIONS

- A. Telluride Express shall notify the SMART Project Manager of any significant disruptions, delays, or deviations to service, determine corrective action and the projected time in which service will be restored. To the best of its ability, SMART will notify Telluride Express of any anticipated road closures in the area.
- B. Telluride Express is authorized to deviate from established routes when necessary to avoid construction work, disabled vehicles, or other obstructions within the public right-of-way. Service shall be restored to its normal route as soon as is practicable. If more than one trip on a route is to deviate as in this paragraph, Telluride Express shall communicate with the SMART Project Manager. Confirmation as to corrective action and the projected time in which service will be restored for the reported Vehicle/route shall accompany the notifications.

SECTION 4: SERVICE CHANGES

SMART reserves the right to add or reduce routes, frequency, or span of Fixed Route or Commuter Fixed Route Services during the term of this Contract through the process defined herein.

Operational Service Charges: With three (3) Days' notice to Telluride Express or as soon as is practicable when SMART is unaware with less than three (3) Days, SMART may initiate an Operational Service Change by written or emailed notice to Telluride Express

Minor Service Charges:

With three (3) Days' notice to Telluride Express or as soon as is practicable when SMART is unaware with less than three (3) Days, SMART may initiate an Operational Service Change by written notice to Telluride Express.

Within ten (10) days' of receiving the written notice, Telluride Express shall provide an implementation plan to SMART which shall include, at a minimum:

- A. An estimate of the cost or savings of the proposed service change.
- B. The anticipated impact of the service change on existing maintenance and operations.
- C. Any other matters Telluride Express deems necessary or that SMART requests information on.
- D. Take any other actions necessary to implement the Operational Service Change with minimal disruption to riders.

Major Service Charges:

On or about November 1st, SMART shall give written notice to Telluride Express of the anticipated Revenue Service Hours and Major Service Changes for the next Fiscal Year. SMART and Telluride Express shall meet and confer on the changes and SMART shall give consideration to Telluride Express's ideas, concerns, and operational needs to implement the Major Service Changes.

Within thirty (30) days of the notice given, Telluride Express shall provide an implementation plan to SMART which shall include, at a minimum:

- A. An estimate of the cost or savings of the proposed service changes.
- B. The anticipated impact of the service change on existing maintenance and operations.
- C. Anticipated changes to staffing levels.
- D. The necessity for any additional capital equipment to implement the Major Service Change.
- E. An implementation schedule.
- F. Any other matters Telluride Express deems necessary.

Declared Emergencies:

- A. Upon the declaration of an emergency by an Authority Having Jurisdiction, Telluride Express shall immediately modify or suspend service as directed by the SMART Project Manager.
- B. Payment for service provided during emergency operations shall be at the rate per Revenue Service Hour listed in the "Transportation Service Agreement".
- C. During times of a declared emergency, Telluride Express shall separately account for expenses incurred specifically related to the emergency. Telluride Express shall cooperate with SMART in submitting records for reimbursement by an emergency management agency.
- D. Telluride Express shall deploy vehicles in a manner described by SMART as part of any transportation emergency operations plan. In the case of a declared medical emergency (such as a pandemic), Telluride Express will implement the applicable approved Standard Operating Procedures to mitigate and protect their staff, SMART staff, and the customers. Telluride Express will comply with State and Federal health guidelines as issued. SMART will adjust service level requirements as needed for the duration of the emergency.

Special Services:

In addition to regular service operations, Telluride Express may from time to time, upon receiving specific written authorization from SMART, provide special transportation services. Special service will be provided in accordance with all FTA Regulations, including the School Bus rule and Charter Service Regulations (49 CFR Part 604). Special services shall be paid at the same rate as the applicable standard Revenue Service Hour.

SECTION 5: PERSONNEL

Telluride Express shall:

- A. Designate an Operation's Manager dedicated to the operations of the SMART transit service system. During the time that this person is unavailable, Telluride Express shall designate another manager or dispatcher that can immediately address complaints regarding missed stops and early and late departures. When the designated Operations Manager is unavailable, the SMART Operations Manager shall have direct phone access to Telluride Express dispatch or other personnel that can contact drivers.
- B. Have sufficient Bus Operators that have a current Commercial Driver's License (including any necessary special certifications) to ensure that SMART vehicles are utilized whenever they are available. Drivers shall have clean driving records acceptable to insurance carriers, background check, pre-employment drug test and possess a valid DOT medical certificate. If it is necessary to use a driver without a Commercial Driver's License, Telluride Express may not charge SMART for

the use of a vehicle not owned by SMART if necessitated by the lack of drivers with commercial driver's licenses.

- C. Have dispatchers, mechanics, training and supervisory personnel, and other staff necessary to meet the requirements of the Contract. Unless otherwise described or enumerated in the Technical Provisions, Telluride Express shall have the sole right to determine staffing levels, job descriptions, and work duties of all personnel.
- D. Be solely responsible for the satisfactory work performance of all its employees and subcontracts.
- E. Shall hold SMART harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.
- F. Regularly update and provide to the SMART Project Manager its organizational chart and contact information for Key Personnel, including notification of which Key Personnel shall be in the role of "emergency duty officer" and during which time period.

All Key Personnel and Bus Operators shall be employees of Telluride Express. Subcontracting of Bus Operators shall not be permitted.

SECTION 6: WAGES AND BENEFITS

- A. Employees of the Telluride Express shall not be considered employees of SMART and Telluride Express's employees shall not be entitled to participate in any wage and benefit package provided by SMART to its employees.
- B. Telluride Express shall be solely responsible for establishment and payment of wages and benefits for its employees and shall cause the withholdings to be made as required in the performance of the Contract.
- C. Telluride Express shall comply with the requirements of employee liability, worker's compensation, unemployment insurance, social security, and any other current and future legal requirements.

SECTION 7: MINIMUM REQUIREMENTS FOR EMPLOYEE TRAINING

No less than 14 Days prior to the Start of Service Date, Telluride Express shall submit an Employee Training Plan to the SMART Project Manager for review and comment. At a minimum, the Employee Training Plan shall include the following:

- A. Safety training necessary to meet local, state, and federal requirements, and the requirements of the SMART Maintenance Plan in effect as of the beginning date of the contract.
- B. Not less than 8 hours of initial training in customer service shall be provided for all Field Supervisors, Bus Operators, Customer Service Representatives, and other personnel frequently in direct contact with the public. Said training shall include a conflict de-escalation and resolution component. Said personnel shall also receive not less than 8 hours annually of refresher training in customer service.
- C. Training sufficient to ensure driver familiarity with routes and stops. At a minimum, drivers new to SMART routes shall drive a route accompanied by a supervisor or a senior driver who is familiar with the routes and stops.
- D. Training sufficient to ensure driver familiarity with individual SMART vehicles, including training on the operation of ADA equipment and automatic chains, as well as anything else that may be unique to a certain type of vehicle owned by SMART.

- E. All maintenance personnel must receive a minimum of 40 hours of vehicle specific training annually. This training may include Telluride Express or vendor-provided refresher/update training on various aspects of Revenue Vehicles.

Telluride Express shall also include a plan to:

- A. Encourage upskilling of existing personnel, especially vehicle maintenance personnel regarding ASE certifications.
- B. Provide training of Bus Operators and Field Supervisors in the operation of new bus models.
- C. Meet the Original Equipment Manufacturer (OEM) training requirements for any relevant on-board technologies, fire suppression systems, and other special disciplines or functions required to maintain Revenue Vehicles.
- D. Train supervisory personnel to assist with identification and appropriate handling of employee/subcontractor drug and alcohol problems.
- E. Train all Bus Operators and Field Supervisors on the requirements for public transit as set out in the Americans with Disabilities Act of 1990, as amended, and in the regulations of
- F. U.S. Department of Transportation at 49 CFR Part 37 implementing ADA requirements.
- G. Achieve National Incident Management Systems training as described in Section 5.2.2.
- H. Telluride Express shall maintain current documentation of all completed training in the employee's personnel file.

SECTION 8: VEHICLE MAINTENANCE

Not less than 14 Days prior to the Start of Service, Telluride Express shall submit to SMART a Fleet Maintenance Plan, including a quality management element to meet the following requirements of this Contract which are further described below:

- A. Maintain all Revenue Vehicles in accordance with OEM specifications.
- B. Implement a preventative maintenance program.
- C. Perform daily vehicle inspections.
- D. Install and maintain a GPS Tracking system compatible with the Swiftly System and made available to SMART personnel for performance tracking.
- E. Maintain all on-board systems and coordinate same with Technology Vendors.
- F. Maintain all communications systems, including but not limited to radio dispatch and CAD/AVL and GPS tracking systems.
- G. Provide all labor, repairs, parts, supplies, lubricants, solvents, diagnostic equipment, software and software updates, and all other components, services, tools, and equipment (including diagnostic equipment) which may be required to fulfill its maintenance responsibilities.
- H. Manage all Inventory, including establishing accounts with such vendors as it may deem necessary in the performance of its maintenance responsibilities.
- I. Adhere to out of service criteria.
- J. Repair all body damage.
- K. Maintain the branding scheme (paint, logos, decals, etc.) on all Revenue Vehicles in a "like new" condition.
- L. Properly keep all records related to vehicle maintenance.
- M. Manage vehicle and component warranties in a timely manner.

- N. Manage and coordinate insurance claims in coordination with SMART's insurance administrator in a timely manner.
- O. Arrange for the towing of Revenue Vehicles.
- P. Perform emissions control programs.
- Q. Clean and maintain the interior of vehicles free of trash, debris, graffiti.
- R. Manage all warranty claims.
- S. Wash the exterior of all vehicles and perform minor and major detailing.

Telluride Express shall only use vendors and subcontractor approved by SMART to perform work on its vehicles. Vendors named in Telluride Express's proposal shall be considered approved unless specifically determined otherwise by SMART.

Only original equipment manufacturer (OEM) or OEM approved parts and supplies or Approved Equal shall be used.

No variation or vehicle system modifications will be allowed without written authorization from the SMART Project Manager.

SECTION 9: MAINTENANCE RECORDS

Telluride Express shall prepare, maintain, and make available to SMART all records, and data relative to the maintenance of Revenue Vehicles. Telluride Express shall use a computerized fleet maintenance management system. At a minimum, the computerized fleet maintenance management system shall:

- A. Be non-proprietary, or Telluride Express shall be responsible for transitioning all records to a Succeeding Contractor.
- B. Fully interface with the CAD/AVL system.
- C. Provide for compliance with all state and federal FMVSS and asset management requirements.
- D. Allow for the SMART Project Manager to be provided appropriate read-only access to the computerized maintenance management system.

Work orders shall be made for all tasks performed on SMART owned Vehicles including all warranty and subcontracted tasks performed on SMART vehicles. Work orders shall include vehicle number, vehicle mileage when work order is opened, dates of complaint and repair, technician name, reported complaint, cause, correction details, labor hours and materials used.

Telluride Express shall also maintain records related to preventive maintenance inspection and actions, minor and major systems failures, rebuilds and major component replacements, tire installation and usage, oil and fluid usage and analysis if deemed necessary and possible, road calls, and other information that would permit a forensic analysis of vehicle maintenance.

SECTION 10: WARRANTY MANAGEMENT

Telluride Express shall manage a complete and comprehensive Warranty Recovery Program for all Revenue Vehicles, components, and on-board technologies. Management and maintenance personnel and/or subcontractors shall have knowledge of all necessary warranty reimbursement procedures to ensure SMART recovers all funds for which it is eligible. Telluride Express may be liable for failure to comply with warranty requirements.

Quarterly, Telluride Express shall provide a Warranty Recovery Program Report to the SMART Project Manager which indicates all warranty claims submitted and their disposition and the cost and cash or in-kind recovery of warranty claims, including labor costs. If there have been no warranty claims during any quarter, an email to that effect shall be sent to SMART staff.

All maintenance and repairs of SMART buses, including major repairs undertaken by Telluride Express shall be warranted against defects in materials and workmanship to the extent that should a part or repair fail and such failure be determined to be due to a failure in workmanship by Telluride Express, Telluride Express shall either remedy the failure at no cost or arrange for proper repair or maintenance at its expense. The warranty for major repairs shall be limited to twelve (12) months or twelve thousand miles (12,000) on the associated vehicle following the repair, whichever period occurs first. For all other repairs, the warranty shall be limited to thirty (30) days or at least one thousand miles (1,000) on the associated vehicle following the repair, whichever period is longer. By way of example but not limitation, major repairs shall include engine rebuilds, transmission work, and turbo charger replacement. Should a part fail through no failure of workmanship by Telluride Express, Telluride Express shall assist SMART to obtain the benefits of any applicable parts warranty.

SECTION 11: PREVENTIVE MAINTENANCE PROGRAM

Telluride Express shall implement a preventive maintenance program as described herein.

Preventive maintenance inspections (PMI) are a Key Performance Indicator subject to incentives and liquidated damages.

- A. Telluride Express shall perform preventive maintenance inspections at fixed-point intervals of 6,000 miles.
- B. A PMI performed more than ten percent (10%) before, or ten percent (10%) later than the fixed-point interval mileage shall be considered non-compliant. A PMI that is incomplete shall be considered non-compliant.

Telluride Express shall perform preventive maintenance activities in accordance with the requirements of the OEM and such preventative maintenance activities shall be sufficient so as not to invalidate or lessen warranty coverage of Revenue Vehicle or component. Telluride Express shall not use parts or Equipment from inactive Revenue Vehicles to perform any preventive maintenance activity unless approved by SMART personnel.

Preventive Maintenance Actions shall be performed on but not limited to: wiring configuration and clamping, power and drive train components, air and brake systems, and body assembly, safety equipment, fire suppression system, fuel tank(s) and related valve/vent systems, air systems, cooling systems, electrical systems, hydraulic systems, charge air cooler systems, steering, brake, suspension, axles, HVAC systems, kneeling features, destination signs, lighting (interior and exterior), seating, accessories, emergency egress, push out windows, emergency hatches and doors, wheelchair lifts/tie downs, and emergency lighting.

Adherence to preventive maintenance inspection schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where the selected Telluride Express employees observe that maintenance is needed in advance of said PMI schedule.

Telluride Express shall not defer maintenance for reasons of shortage of maintenance staff, parts, or operable vehicles. The PMIs and running repairs shall receive priority in the use of Telluride Express's maintenance resources. Telluride Express shall adjust the work schedules of its employees as necessary to meet all preventive maintenance activities, including the use of approved vendors or subcontractors to meet maintenance requirements.

Telluride Express shall conduct seasonal inspections and inspections for On-Board Technologies, components, and Mechanical Systems at fixed point intervals defined by the OEMI.

SECTION 12: ROUTINE MAINTENANCE PROGRAM

Telluride Express shall specify its routine maintenance program in the Fleet Maintenance Plan. In The Routine Maintenance Program shall comply with OEM specifications or the standards below, whichever is greater:

Body damage (including all vehicle appurtenances) shall be repaired in a professional manner within 21 Days of occurrence.

Telluride Express shall certify to the SMART Project Manager no later than May 1st of each year that air conditioning systems are fully operational.

Seats shall be maintained in proper operating condition at all times. All rips, tears, cuts, cracks, gum, graffiti, and other damage shall be cleaned or repaired in a professional manner prior to the start of Revenue Service on the next Day after discovery. Seat covers/seat inserts which are worn, damaged, and cannot be professionally repaired, shall be replaced using materials which are identical in design and color as those items being replaced. If matching fabric/cushions are unavailable, then Telluride Express will work with SMART Project Manager to select an acceptable substitute before Telluride Express procures the replacement materials.

Windows that are broken, cracked, distorted, or clouded/opaque, or with significant scratches or etching shall be replaced in a professional manner as soon as possible after discovery. If parts are unavailable within 10 business days, SMART personnel should be notified and alternative suppliers shall be discussed.

Bicycle racks which are bent, broken, or inoperable shall be replaced in a professional manner as soon as possible after discovery. If parts are unavailable within 10 business days, SMART personnel should be notified and alternative suppliers shall be discussed.

SECTION 13: ON-BOARD TECHNOLOGIES

Telluride Express shall maintain all On-Board Technologies in accordance with OEM specifications. As necessary, Telluride Express shall coordinate any systematic repairs or upgrades with the Technology Vendor.

GPS systems installed on Revenue Vehicles shall be compatible with the Swiftly Real-Time Passenger Information and Next Generation and Transit Analytics.

SECTION 14: TIRES

Telluride Express shall be responsible for procuring tires for all Revenue Vehicles, to be reimbursed by SMART. Tires shall be of the same type and rating as installed by the OEM.

- A. All vehicles shall be maintained with a full set of tires (including a spare tire if originally equipped) for each vehicle. Tire pressure shall be maintained in accordance with the OEM or tire manufacturer's recommendation.
- B. Tires shall always be matched (by brand, size, and tread pattern) on each axle. Tires shall meet the Revenue Vehicle manufacturer's load requirements. Tires shall not vary more than 3/32" between inner and outer tires and not more than 4/32" between curbside and roadside. Tires worn below 4/32 shall be replaced or the vehicle placed out of service.
- C. Tires shall be branded with serial numbers and tracked by vehicle number and installation position.
- D. Vehicles originally equipped with low rolling resistance tires shall only have tires replaced with the same manufacturer and low rolling resistance model and rating as originally equipped.
- E. Recap, retread and/or re-grooved tires shall not be permitted on any SMART owned Vehicle.
- F. When tire rims are damaged, Telluride Express shall replace with like rims.
- G. When tire rims are damaged by curb strikes or other operator error, Telluride Express shall replace the damaged rims with like rims at their sole cost.
- H. Tires may not be removed for re-use on other vehicles from new vehicles that are stored awaiting service or from vehicles out of service.
- I. Snow tires shall be installed on all vehicles between October 15th and October 30th. Snow tires shall be replaced with standard tires between May 1st and May 15th.

SECTION 15: PRE-TRIP AND POST-TRIP INSPECTIONS

Operators shall conduct a pre- and post-trip inspection of their assigned Revenue Vehicle. Telluride Express shall maintain records of all pre- and post-trip inspections throughout the term of the Contract.

SECTION 16: OUT OF SERVICE REQUIREMENTS

No vehicle shall be placed in Revenue Service if any deficiency listed in the following list has been identified. Out of Service Designations shall include:

- A. Tires with air pressure below 20% of recommended pressure.
- B. Tires with less than 4/32" tread depth.
- C. Inoperative emergency exits/doors/windows.
- D. Inoperative communications devices (CAD/AVL, Radio, Cameras).
- E. Inoperative, expired, or missing safety equipment.
- F. Revenue vehicle seats and interior components contaminated with bodily fluids.
- G. ADA Wheelchair kneeling features inoperable.
- H. ADA Wheelchair tie downs or seat sliders inoperable.
- I. Leaking and/or cracked hydraulic lines; oil lines, coolant lines, or fittings, seals, or joints with either a Class II or Class III leak, as outlined; unsecured wiring harnesses, and harnesses or hoses and lines that are rubbing or chafing.
- J. Inoperative Automatic fire suppression system.
- K. Any condition not in compliance with applicable Federal or State Regulations.

SECTION 17: VEHICLE SERVICING

Vehicle servicing shall occur at the intervals listed in the following table unless otherwise specified by the OEM.

Activity	Immediately	Daily	Weekly	30 Days	90 Days	Seasonally
Fueling		X				
Engine oil, coolant level in all reservoirs, windshield wiper fluid, hydraulic or power steering fluid, brake fluid, and transmission fluid check/add.		X				
Tire Inspection		X				
Lights, Flashers, and Wipers Check		X				
Interior sweeping		X				
Remove graffiti		X				
Exterior wash			X			
Wipe down of Operator compartment		X				
Free of noxious odors from cleaning, pest control or other products		X				
Repair upholstery damage			X			
Remove bodily fluids	X					
Clean and treat rubber or vinyl exterior components with preservative						X
Hand scrub wheel wells, flaps, engine compartment doors, exterior doors, handles, and latches, and any exterior seams or joints.				X		
Hand-clean all windows, destination signs, mirrors, and window tracks				X		
Cleaning of ceilings, sidewalls (all), escape hatches, mirrors, front and rear doors, luggage/storage compartments where present, all chrome/stainless railings, movable seat tracks, and interior light lenses.				X		
Clean all air conditioning vents				X		
Clean flooring areas with soap and water to include Operator's area, passenger area, wheel				X		

housing, steps and ramps/wheelchair lifts. Remove substances that have adhered surfaces						
Clean and sanitize all seat cushions and backs, by brushing and vacuuming. Removal of all gum and/or local spots and stains shall be required				X		
Pressure wash engine and undercarriage						X
Disassemble/clean/reassemble all overhead light covers						X
Steam-clean all passenger and Operators seats; rear seating area lifted and cleaned underneath and around it.						X

In addition, a certified mechanic will conduct an annual DOT safety inspection of every vehicle in the SMART fleet as required by federal and Colorado state law. Telluride Express shall complete the Annual Vehicle Inspection Report required by 49 CFR 396 every 15,000 miles of operation, or annually, whichever occurs first.

An inspection record shall be completed and signed by Telluride Express maintenance staff as verification the vehicle has passed the inspection. The DOT safety inspection record and sticker shall be placed in the vehicle as evidence that the inspection has occurred. The original hard copy of the DOT inspection report shall be filed in the vehicle maintenance file folder.

SECTION 18: PARTS INVENTORY

Telluride Express may purchase and be reimbursed by SMART for up to Ten Thousand Dollars (\$10,000.00) in parts inventory for SMART owned vehicles maintenance and repair needs as required by this Agreement. Telluride Express shall invoice SMART for such purchased inventory and shall provide a monthly invoice showing parts utilized and associated cost of the item. Parts remaining in inventory shall be transferred to SMART or a new provider at the end of the Contract Term or last Renewal Term.

SECTION 19: BODY DAMAGE

Telluride Express shall promptly repair all body damage. All repairs made shall be performed by competent repair facilities qualified to restore the damaged vehicle to its original configuration, appearance, and structural integrity. Body damage repairs shall be considered complete upon the approval of SMART staff.

SECTION 20: EMISSIONS CONTROL PROGRAM

Telluride Express shall perform and certify such tests of equipment required to meet local, State, and federal requirements related to exhaust smoke and engine emissions.

SECTION 21: VEHICLE COMMISSIONING AND DECOMMISSIONING

Telluride Express shall be responsible for the acceptance, commissioning, decommissioning, and disposal of all Revenue Vehicles in coordination with SMART's Project Manager. In addition, Telluride Express agrees to the following:

- A. Undertaking on-site inspections including but not limited to interior and exterior finish and appearance, drivetrain, suspension and steering, brakes, ADA equipment, and vehicle subsystems.
- B. Coordination with Technology Vendors of equipment upfitting or removal.
- C. Road testing and operator training.
- D. Receipt and review of vehicle documentation (manuals, warranties, etc.).
- E. Coordination and inspection of Revenue Vehicle mid-life overhaul or major systems replacement by a third-party vendor, if applicable.
- F. No Revenue Vehicle may be operated on public streets until the SMART Project Manager indicates their approval to do so.

SMART shall be responsible for tag and title processes for all newly acquired or decommissioned Revenue Vehicles.

SECTION 22: FUEL AND FUELING

SMART shall provide for all diesel and unleaded fuel for Revenue and Service and Support Vehicles. The primary fueling facilities for SMART services shall be at the Norwood Bus Barn or San Miguel County Deep Creek fueling facility.

SMART will provide all operating, administrative and accounting procedures that the Contractor must follow related to vehicle fueling.

Telluride Express shall:

- A. Furnish and install diesel exhaust fluid (DEF).
- B. Maintain accurate dates of fueling, mileage and fuel dispensed records, including the name(s) of individuals dispensing fuel, for each vehicle fueled.

Under no circumstances shall a Telluride Express owned vehicle be fueled at either the Norwood Bus Barn or the Deep Creek fueling facilities.

To the extent that Telluride Express uses its own Vehicles as Revenue Vehicles, Telluride Express shall be responsible for fueling. SMART shall provide WEX cards for this purpose if fuel is needed for SMART activities. Telluride Express fuel accounts shall be used only as a last resort in fueling SMART vehicles.

SECTION 23: REVENUE VEHICLES

SMART shall provide Revenue Vehicles as described in the Rolling Stock Status Report as of the date of the beginning of the contract.

- A. All Revenue Vehicles shall be maintained by Telluride Express. Telluride Express shall coordinate all maintenance activities directly with SMART's Project Manager, including installation of any specialty equipment needed to perform the services required by this Contract. SMART shall

supply such materials as may be necessary for the Revenue Service Vehicles such as but not limited to spill kits, first aid kits, fire extinguishers, etc.

- B. Unless otherwise agreed to by the parties, SMART shall be responsible for acquisition of any new Revenue Vehicles. Nothing in this section shall prohibit Telluride Express from using its own vehicles for SMART Routes should SMART Revenue Vehicles be unavailable.
- C. Telluride Express shall be responsible for delivering or towing Revenue Vehicles to a fleet management site or to a SMART-designated vendor for repair.
- D. To the extent a SMART Revenue Vehicle is not available due to damage, repair, or maintenance, SMART shall provide a spare or Telluride Express may provide such vehicle at SMART's expense. The instances of use and rates are subject to approval of the SMART Project Manager. Any vehicle supplied by Telluride Express for SMART routes shall be clearly signed or marked in such a manner that customers recognized the vehicle as operating in SMART service. Any signs or markings used as such must be approved by the SMART Project Manager in advance.
- E. Unless advised otherwise by SMART personnel, revenue vehicles can be stored overnight at the following locations:
 - o The Lawson Hill Park & Ride
 - o The Norwood Shop
 - o The Placerville Bus Stop
 - o In front of the Town Hall in Rico
 - o At the Telluride Airport

SECTION 24: CUSTOMER SERVICE AND RELATIONS

Telluride Express shall:

- A. Ensure that all SMART customers are treated with dignity, respect, civility, and professionalism by Telluride Express's employees and subcontractors.
- B. Cooperate and comply with reasonable requests by SMART to distribute notices, schedules, or other promotional materials to passengers in connection with the Services.
- C. Assist SMART with the review, investigation, and responses to all customer and public inquiries, complaints, requests, and commendations within five Business Days of receipt.
- D. Attend a reasonable number of public meetings convened by SMART, elected officials, community organizations, or others as requested by the SMART Executive Director to receive feedback and input on SMART services.
- E. Ensure that all Representatives are knowledgeable of all aspects of the SMART service including routes, locations of stops, fares, connecting services, and special programs; ensure that all Representatives have general knowledge of aspects of other area mobility options.
- F. In the future, SMART may choose to install service alerts on Swiftly. If and when this should occur, Telluride Express and SMART shall share responsibilities for updating service alerts in a manner that will be negotiated when the times comes.

SECTION 25: COMPLAINTS AND INQUIRIES

In general, all customer inquiries and complaints are logged and will be referred to Telluride Express by the SMART Project Manager; however, Telluride Express shall also log any customer inquiries and complaints directly received by mail, phone, email, social media, or in person.

- A. Telluride Express shall thoroughly review, investigate, and respond to all complaints and inquiries within five (5) Business Days. Telluride Express shall provide a monthly log of complaints and inquiries to the SMART Project Manager along with a description of the action(s) taken to resolve the complaint or inquiry, as appropriate.
- B. Complaints regarding service planning or other matters outside the purview of this Contract shall be referred to the SMART Project Manager for review, investigation, and response.

SECTION 26: MARKETING

In general, SMART is responsible for developing and implementing marketing materials and strategies to increase awareness of SMART services, as targeted outreach to specific user-groups, geographic areas, promotion of new services, and other programs as may be proposed by the Strategic Operating Plan or SMART policies.

In addition, Telluride Express may be asked to operate Revenue Vehicle(s) or public special events as requested by the SMART Project Manager. Only extending hours on existing routes would be requested. Areas not currently served by existing SMART routes will be not considered.

SECTION 27: MEDIA RELATIONS

- A. Unless otherwise directed by the SMART Project Manager, Telluride Express shall notify the SMART project manager of and promptly respond to all media inquiries regarding SMART services. Such inquiries shall be directed to the SMART Project Manager.
- B. Telluride Express shall cooperate with SMART in responding to all Colorado Open Records Act (CORA) requests in accordance with the SMART Open Records Policy.

SECTION 28: SAFETY, SECURITY AND EMERGENCY MANAGEMENT

Telluride Express shall be responsible for achieving the highest practical level of security throughout the SMART system, including for all passengers and employees, Revenue Vehicles, Service and Support Vehicles, Equipment, and maintenance facilities.

Telluride Express shall designate a full-time Chief Safety Officer no later than 14 Days prior to the beginning of the contract. The Safety Manager shall have completed the Public Transportation Safety Certification Training Program (PTSCTP) or be in process of attaining certification within ninety (90) Days of the Start of Service.

At the request of the SMART Executive Director or an Authority Having Jurisdiction, Telluride Express shall:

- A. Participate in local and regional safety and security planning, development, and exercises at the regional level.
- B. Mobilize such resources as may be reasonably available in support of emergency operations in San Miguel County or adjacent jurisdictions.

SECTION 29: FARE COLLECTION AND MANAGEMENT

At the start date of this contract, fare collection on the Nucla/Naturita, the Norwood, the Down Valley and Rico Routes are active and Telluride Express has the responsibility to collect cash fares and pre-purchased tickets from passengers.

The drivers employed by Telluride Express shall ensure that each passenger pays the appropriate fare upon boarding. SMART sells ticket books. Each ticket is worth one dollar (\$1.00). Tickets shall be collected in accordance with the cost of the fare. Passes may be available in the future. Should that occur, drivers employed by Telluride Express shall be responsible for ensuring that passes are valid.

If a Bus Operator is observed not collecting fares and through investigation it is determined that it was not in SMART's best interest to not collect the fare, then Telluride Express will be required to reimburse SMART for the lost fare revenue calculated as follows:

- A. Average daily fare collection for the prior 30 days on the run less total fares collected on the run where the failure occurred.
- B. For example, if the Norwood Route, on average sees \$80 in fare revenue per day collected, but on the day of the violation, the fares collected on the Norwood Route were \$40, then Telluride Express shall reimburse SMART in the amount of \$40.

SECTION 30: REVENUE MANAGEMENT AND SECURITY

Telluride Express shall:

- A. Provide for security revenue on-hand.
- B. Not leave any cash in any Revenue Vehicle overnight or when the vehicle is transported to an off-property garage or site.
- C. Provide a monthly reconciliation of fares paid to drivers.

SMART shall:

- A. Conduct periodic audits of Telluride Express's revenue collection procedures and reports and may require changes as necessary to ensure the proper handling and accounting of revenues.
- B. Pay all bank fees and charges associated with the account designated for deposit of fare revenues.

SECTION 31: PERFORMANCE STANDARDS

Services provided by Telluride Express shall be operated at a high quality to SMART. The performance standards listed in the table included in this section shall be eligible for incentive payments or liquidated damages monthly.

- A. Preventive maintenance will be logged by Telluride Express in Samsara or some other Fleet Management software and shared monthly with SMART Personnel.
- B. Telluride Express will be responsible for ensuring that ADA equipment is functional and that drivers are adequately trained to utilize equipment on demand. SMART personnel may ask Telluride Express employees to demonstrate that they are able to use ADA equipment.
- C. Vehicle cleanliness will be determined by observation.
- D. All vehicle crashes are to be reported by Telluride Express.
- E. SMART will track performance monthly on Swiftly Real-Time Passenger Information and Next Generation and Transit Analytics. Monthly performance reports shall be shared and discussed with Telluride Express. If Telluride Express does not agree with aspects of the performance reports, performance shall be verified on the Telluride Express's GPS tracking device.

Telluride Express acknowledges the difficulty in precisely defining the damages to SMART and acknowledges and agrees that the defined amount of liquidated damages is a reasonable approximation thereof for SMART's potential losses related to useful life of vehicles, additional performance oversight, responding to customer concerns elevated above the protocols established herein and otherwise.

Performance Standards shall be jointly evaluated at the beginning of each Contract year and may be adjusted by written agreement with the SMART Executive Director adjusted to conform to the annual goals of SMART. Any update to the Performance Standards shall be agreed upon no later than 30 days prior to the start of each contract year.

Liquidated damages shall not be assessed for failure to meet Performance Standards if they are judged to be the result of events that are outside the control of Telluride Express.

The assessment of Liquidated Damages as provided under this Contract shall in no way whatsoever relieve Telluride Express of its obligations to provide the Services required by the terms of this Contract. Assessment of Liquidated Damages for any violation(s) on one or more occasion does not constitute a waiver of SMART to terminate the Contract for any violations on any other occasions. Remedies described in this paragraph and in the Termination of Agreement for Default clause shall be cumulative and not alternative.

Performance incentives shall be capped at 1.5% of total Revenue Service Hour payments annually.

SECTION 32: INCENTIVES AND LIQUIDATED DAMAGES

Activity	Basis of Measurement	Begins	Incentive	Liquidated Damages
Preventive Maintenance Inspections	Total Inspections Due	Contract Start Date	None	\$500 per instance where a preventative maintenance activity was not performed in the required interval. \$1,000 if non-performance led to a breakdown.
ADA Compliance	Observation	Contract Start Date	None	\$100 per instance if a wheelchair ramp or kneel feature does not function when requested by a passenger or requested by SMART personnel while the bus is in Revenue Service. \$1,000 per instance where Bus Operator behavior causes a violation of ADA requirements.
Vehicle Cleanliness	Observation	Contract Start Date	None	\$50 for each Revenue Vehicle placed in Service with bodily fluids that

				have not been cleaned up.
Preventable Vehicle Crashes per 100,000 miles	Reports	Contract Start Date	None	\$1,000 per preventable crash more than 1.1 per 100k miles
On-Time Performance – Late Departure*	Swiftly	Contract Start Date	\$1000 per month for 95% on-time performance across all routes.	\$250 per month per route if the avoidable lates exceed 10%.
On-Time Performance – Early Departure*	Swiftly	Contract Start Date		\$100 per instance of an early departure from a scheduled stop.
On-Time Performance – Misses Departure*	Swiftly	Contract Start Date		\$200 per stop, \$300 per route if misses* are not due to unavoidable circumstances.

Late*- On the Nucla/Naturita, Norwood, Down Valley and Rico Routes, the bus is considered late if it arrives at a stop more than 10 minutes after the scheduled time. On the Lawson Hill/Telluride, Lawson Hill/Mountain Village, Offseason and Offseason Express Routes, the bus is considered late if it arrives at a stop more than five minutes after the scheduled time.

Early* On all routes, a bus is considered to have left early if it leaves the stop more than thirty seconds prior to the scheduled departure time.

Misses* A miss on the Nucla/Naturita, Norwood, Down Valley and Rico routes is defined as when an entire route is missed and there is no reasonable excuse (road closures, accidents, mechanical difficulties) A miss on the Lawson, Lawson/Mountain Village, Offseason and Offseason Express without a reasonable excuse is a loop. A loop is defined as starting and ending at the point of origin. Misses will be verified on both Swiftly and Samsara or other GPS tracking devices.

SECTION 33: MANAGEMENT PLAN AND REPORTING REQUIREMENTS

Telluride Express shall maintain detailed plans for and records of its activities throughout the term of the Contract, sufficient for SMART to comply with all local, state, and federal requirements; enable thorough performance monitoring; and provide transparency to SMART Board members and the public.

Telluride Express shall have the following general responsibilities, each of which is further described below. In the case of discrepancy of the content, frequency, or other details of required reports with other Technical Provisions, the specific Technical Provision shall prevail.

- A. Management Plans
- B. Operations & Maintenance

- C. All necessary records shall be kept in accordance with the FTA Uniform System of Accounts guidance dated October 11, 2016.
- D. Telluride Express shall provide reports in a format agreed upon with the SMART Project Manager at the level of detail, frequency, and distribution provided in the table included in this section.

SECTION 34: ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

Telluride Express shall provide for an Electronic Document Management System (EDMS) which:

- A. Shall be an organized and searchable repository for all records required by this Contract, except for those documents which are required to be maintained through the computerized maintenance management system or CAD/AVL system, or other independent systems approved by the SMART Project Manager.
- B. Provide for automated workflows where reviews, comments, and approvals for SMART or staff are required.
- C. May provide credentialed, limited, or read-only access to SMART staff and subcontractors as may be necessary to protect the privacy of individuals or confidentiality of information insofar as may be required by law.

Telluride Express shall identify its EDMS for the SMART Project Manager’s Review and Comment within 14 days of Notice of Intent to Award. Notwithstanding the above, all documents generated during the transition and start-up period shall be maintained in the EDMS.

SECTION 35: MANAGEMENT PLANS

Telluride Express shall provide Management Plans as provided throughout the Technical Provisions and summarized in the table included in this section.

Plan	Due Date	Document Review Type		Update Frequency
		Approve	Comment	
Major Service Change Implementation Plan	30 days from notice by SMART	X		-
Operations & Maintenance Facility Plan	30 days after start of service	X		Annually
Fare Collection Plan	Contract Start Date	X		-
Employee Training Plan	14 days prior to start of service		X	At Telluride Express’s discretion with input from SMART
IT Asset Management and Cyber Security Plan	14 days prior to start of service	X		Annually

Public Transportation Agency Safety Plan	Review and update existing plan 60 Days following Start of Service	X		Annually
Quality Management Plan	14 days prior to start of service	X		Annually
Minor Service Change Implementation Plan	10 days from Notice by SMART	X		-
Computerized Maintenance Management System	14 days prior to start of service		X	Annually
Electronic Document Management System	14 days prior to start of service		X	-
Revenue Fleet Maintenance Plan	14 days prior to start of service	X		Prior to implementation of any material change
Plan for Vehicle Commissioning and Decommissioning	As needed	X		As needed

Telluride Express shall retain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract. In the event of litigation claim, negotiation, audit, or other action involving the records has been started before expiration of the three-year period are subject to the provisions of 49 CFR 18.42. Records involving SMART operations shall be available on request to SMART staff.

Exhibit 2 - Motor Vehicle Lease Agreement

This Lease Agreement is made and executed in San Miguel County, Colorado on month, day, year by and between “Lessor” San Miguel Authority for Regional Transportation, PO Box 3140, Telluride CO 81435 and “Lessee” San Miguel Mountain Ventures, LLC. (DBA Telluride Express) whose address is 2940 N. Townsend Ave., Montrose, CO 81401. The parties agree as follows:

1. Lessor leases to Lessee and Lessee hires from Lessor the following vehicle equipment:

Year	Make	Model	VIN	License Plate #	Bus #	Seating Capacity
2009	GILG	Transit	15GGE271091091426	BSI168	700	28
2013	THMS	130	1T7YR2E23D1156549	BSI169	701	40
2013	THMS	130	1T7YR2E2XD1156550	BSI170	702	40
2020	FRHT	CHASSIS	4UZAEJFD8LCLU3062	CVDA43	703	28
2017	TURT	Terra Transit	1FDXE4FS8HDC10359	BSI172	704	25
2021	FORD	Econoline	1FDFE4FN4MDC21861	CDVA35	705	14
2021	FORD	Econoline	1FDFE4FN6MDC21862	CDVA34	706	14
2021	FORD	Econoline	1FDFE4FN8MDC21863	CDVA33	707	14
2020	FORD	Econoline	1FDFE4FS8KDC47690	DGB187	708	14
2020	FORD	Transit	1FDVU5XGXLKA85072	CDVA36	604	9

2. Terms: \$1.00 and other good and valuable consideration for the period beginning on November 1st, 2023 and ending on November 1st, 2024. This lease may be renewed annually pursuant to paragraph 3 of the 2023 Transportation Service Agreement between the parties and will be considered to be renewed if that agreement is renewed unless a vehicle is on the list above is determined to be scheduled for disposal.

3. This Lease Agreement is entered into pursuant to paragraph 3 of the 2023 Transportation Service Agreement between the parties and all terms and conditions of that “Transportation Service Agreement” between Lessor and Lessee effective November 1, 2023 apply to this Lease Agreement.

FOR SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION

 Joe Dillsworth,
 Board Chair, SMART

FOR SAN MIGUEL MOUNTAIN VENTURES, Inc.

Name_____

Title _____

Exhibit 3

Certifications and Assurances

Fiscal Year 2023

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
- (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: _____

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

Certifications and Assurances

Fiscal Year 2023

12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs

13 State of Good Repair Grants

14 Infrastructure Finance Programs

15 Alcohol and Controlled Substances Testing

16 Rail Safety Training and Oversight

17 Demand Responsive Service

18 Interest and Financing Costs

19 Cybersecurity Certification for Rail Rolling Stock and Operations

20 Tribal Transit Programs

21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

Certifications and Assurances

Fiscal Year 2023

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 accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION
APPROVING THE SELECTION OF SAN JUAN MOUNTAIN VENTURES, LLC, FOR THE PURPOSE OF PROVIDING
CONTRACTED TRANSIT OPERATIONS**

NO. 2023-22

RECITALS:

WHEREAS, the San Miguel Authority for Regional Transportation (SMART) has a need for contracted transit operations in support of its regional bus operations; and

WHEREAS, SMART drafted and distributed a request for proposals on June 9th, 2023 with the goal of identifying a qualified provider of transit operations services that can best offer the level of service required by SMART;

WHEREAS, only one proposer submitted a responsive proposal;

WHEREAS, the RFP evaluation committee reviewed the proposal for completeness and cost effectiveness and recommends that the Board of Directors enter into an agreement with San Juan Mountain Ventures, LLC, for the delivery of contracted transit operations services;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION:

1. **THAT**, for the purpose of providing contracted transit operations services for SMARTS transit routes they hereby select San Juan Mountain Ventures, LLC, to undertake the work. The proposal submitted by San Juan Mountain Ventures, LLC, is attached as Exhibit A.

ADOPTED AND APPROVED BY THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION AT A REGULAR PUBLIC MEETING THIS 12TH DAY OF October, 2023.

Joe Dillsworth, Board Chair

ATTEST:

David Averill, Executive Director

AGENDA ITEM SUMMARY (AIS)

San Miguel Authority for Regional Transportation



Meeting Date	Agenda Item	Submitted By
October 12 th , 2023	4	D.Averill
Objective/Requested Action		
<p>This is a discussion item intended for the Board to see a Draft FY24 budget scenario and capital plan developed in response to guidance given at the September 14th Board meeting. Staff hopes to gain further guidance from this October discussion as we work to refine the FY24 budget and capital spending plan for final adoption in November or December.</p>		<p>Report Work Session X Discussion Action</p>
Key Points		
<p>In September the Board discussed 2024 revenue assumptions and other items in the context of developing a draft budget. As a result of that discussion staff took direction from the Board and developed the attached DRAFT FY24 budget for the Board to consider.</p> <p>Items of note for the draft budget include:</p> <ul style="list-style-type: none"> - An increase in sales tax revenue over what was budgeted for FY23; - An assumption that property tax revenue will increase commensurate with the increases in valuation within the SMART taxing district; - An assumption that RETA revenue will be \$175,000 in FY24 - A beginning of year transfer of \$490,000 to the Operating and Capital reserve fund; - Updated cost estimates for operations by route that are reflective of new contract rates; <p>Staff has also prepared a preliminary FY24 capital plan based on current reserves, identified projects, and a proposed bus replacement schedule through 2028.</p>		
Committee Discussion		
NA		
Supporting Information		
NA		
Fiscal Impact		
<p>The 2024 DRAFT Budget, while expanding service and accounting for increased costs, has SMART finishing FY24 “in the black” and does not negatively impact SMARTs cash flow or deplete reserve balances.</p>		
Advantages		
NA		
Disadvantages		
NA		
Analysis/Recommendation(s)		
None at this time.		
Attachments		
<p>Attachment A: 2024 Draft Budget Attachment B: 2024 Draft Capital Plan</p>		

SMART Proposed FY24 Budget

October 12th, 2023

	2023 Final Budget	2024 DRAFT Budget
Beginning Operating Fund Balance Estimate	\$3,316,283	\$1,340,000
Transfers		
Transfer to Operating and Capital Reserve	\$2,316,283	\$490,000
Total Transfers	\$2,316,283	\$490,000
Remaining Operating Fund Balance after Transfers	\$1,000,000	\$850,000

PROJECTED REVENUES**SMART Ballot Tax Revenue**

Sales Tax	\$800,000.000	\$1,061,000
Property Tax	\$683,410	\$922,250
Subtotal Taxes	\$1,483,410	\$1,983,250

Intergovernmental Revenue

San Miguel County Transit Fund pass-through (RETA)	\$150,000	\$160,000
Subtotal Intergovernmental	\$150,000	\$160,000

Fees for Services

Fares - Norwood/Downvalley/Rico	\$55,000	\$55,000
Fares - Van pools	\$20,000	\$20,000
Subtotal Fees for Services	\$75,000	\$75,000

Grant Revenue

CDOT Operating (5311)	\$182,160	\$187,625
CDOT 5304 (SOP funding)	\$32,000	\$32,000
CDOT MMOF funding - Meadows Underpass planning and design project	\$128,000	\$0
Subtotal Grant Revenue	\$342,160	\$219,625

Facility Revenue

137 and 135 Society Dr.	\$100,000	\$100,000
Subtotal Facility Revenue	\$100,000	\$100,000

Interest Income

Alpine Reserve Account	\$75,000	\$30,000
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Total All Revenues

\$2,225,570	\$2,567,875
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PROJECTED EXPENSES**General Expenses****Personnel Expenditures**

Salaries	\$210,750	\$276,000
Benefits	\$68,000	\$75,000
Payroll taxes	\$17,000	\$20,000
Subtotal Personnel Expenditures	\$295,750	\$371,000

Professional Services + Operations

Mileage reimbursement	\$3,500	\$3,500
Office Expenses	\$10,000	\$12,000
PR/Marketing	\$52,000	\$57,000

Professional Services + Operations continued next page

Professional Services + Operations continued

Website support	\$49,500	\$37,000
Attorney fees	\$15,000	\$16,000
Bookkeeping/Audit services	\$6,500	\$25,000
CIRSA PC/WC coverage	\$17,100	\$25,000
Treasurers Fees	\$21,000	\$23,000
Consulting services -Stratetgic Operating Plan (grant match and overmatch)	\$18,000	\$18,000
Consulting services - Meadows Underpass planning and design project (grant match)	\$128,000	\$0

Subtotal Professional Services + Operations	\$320,600	\$216,500
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Association Dues, Conferences and Training

Colorado Association of Transit Agencies (CASTA) Dues	\$2,000	\$4,000
South West Transit Association (SWTA) Dues	\$250	\$250
Training Registration and Lodging	\$1,590	\$1,800
Travel expenses	\$2,120	\$2,120
Conference Registration and Lodging	\$4,240	\$4,300

Subtotal Association Dues, Conferences and Training	\$10,200	\$12,470
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Total General Expenses	\$626,550	\$599,970
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Transit Service, Facilities, and Special Project Expenses**Transit Service Expenses**

Down Valley Route	\$123,000	\$150,000
Norwood Route	\$223,000	\$190,000
Nucla Route		\$96,000
Lawson Hill Service	\$315,000	\$385,000
Rico Route	\$42,000	\$44,000
Lawson-MV Pilot (annual)	\$78,000	\$88,000
Montrose - Telluride		\$100,000
Fixed Route Fuel costs	\$120,000	\$135,000
Commuter Vanpool Program (fuel, insurance, maintenance)	\$70,000	\$75,000
Offseason service, includes Lawson and Meadows local services	\$288,000	\$320,000
Medical Shuttles - Allpoints	\$15,000	\$15,000
Service Expansion/Pilot Pool	\$50,000	\$0
Parts allowance/Unscheduled maintenance	\$40,000	\$105,000
Real Time bus app implmentation and annual expenses	\$32,000	\$30,000

Subtotal Transit Service Expenses	\$1,396,000	\$1,733,000
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Lawson Hill Intercept Lot Expenses

Winter Plowing	\$10,815	\$12,000
Security/Parking Enforcement	\$9,270	\$9,270
Janitorial Services for restrooms	\$13,390	\$14,000
Janitorial Supplies	\$2,575	\$2,600
Recycling and Waste removal	\$1,030	\$1,100
Landscape Maintenance	\$2,575	\$2,700
Utilities (Gas/Electric/Water)	\$2,575	\$2,700

Subtotal Lawson Lot Management Expenses	\$42,230	\$44,370
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Facility Maintenance Expenses

Lawson Owners HOA dues	\$1,580	\$1,580
Property management services	\$9,000	\$9,000
Winter Plowing	\$1,575	\$1,700
Janitorial	\$3,465	\$3,600

Facility Maintenance Expenses continued next page

Facility Maintenance Expenses continued

Landscape Maintenance	\$2,100	\$2,300
Utilities	\$4,725	\$4,900
<i>Subtotal Facility Maintenance Expenses</i>	\$22,445	\$23,080
Special Projects		
East End mobility visioning project		\$75,000
SMART capital facilities planning and design	\$70,000	\$75,000
<i>Subtotal Special Projects</i>	\$70,000	\$150,000
<i>Total Transit Services, Facilities and Special Projects expenses</i>	\$1,530,675	\$1,950,450
Total All Expenses	\$2,157,225	\$2,550,420
Projected Yearly Net Income	\$68,345	\$17,455
Projected Ending Fund Balance, 12/31/24	\$1,068,345	\$867,455

SMART FY24-FY28 Capital Plan

Capital and Operating Reserve as of 10/1/2023	\$4,619,119
90 Day Operating Reserve	\$475,000
Total Capital Reserves Available	\$4,144,119

Projected Capital Projects - 2024	Total Cost	Anticipated State/Federal Share	Local Share	Grant Funding Secured? (source)
5 40' transit coaches ((2) Norwood replacements, (1) for Montrose to Telluride, (2) backups)	\$3,000,000	\$2,240,000	\$760,000	Yes
New cutaway for Lawson/Off-Season service	\$164,800	\$131,840	\$32,960	Yes
Vanpool vehicle replacements (6)	\$496,200	\$396,960	\$99,240	Yes
Norwood bus barn expansion	\$250,000	\$0	\$250,000	No
Lawson Hill facility repairs	\$20,000	\$0	\$20,000	No
Rico bus barn project	\$200,000	\$0	\$200,000	No
Meadows Trail Underpass local match funding for construction	\$250,000	\$0	\$250,000	No
Replace Rico bus (704)	\$215,000	\$172,000	\$43,000	No
Total	\$4,596,000	\$2,940,800	\$1,655,200	
End of FY24 Capital Reserve Balance assuming no additional transfers		\$2,488,919		

Projected Capital Projects - 2025	Total Cost	Anticipated State/Federal Share	Local Share	Grant Funding Secured? (source)
Driveway repair work at Lawson Facilities	\$200,000	\$0	\$200,000	No
Lift for maintenance facility - 137 Society Drive	\$150,000	\$120,000	\$30,000	No (5311/5339)
Tools and equipment for maintenance facility	\$200,000	\$160,000	\$40,000	No (5311/5339)
Replacement Van (replaces 2020 Montrose van)	\$70,000	\$56,000	\$14,000	No (5311/5339)
Total	\$620,000	\$336,000	\$284,000	
End of FY25 Capital Reserve Balance assuming no additional transfers		\$2,204,919		

Projected Capital Projects - 2026	Total Cost	Anticipated State/Federal Share	Local Share	Grant Funding Secured? (source)
Replacement buses for Lawson/Off-Season	\$1,100,000	\$880,000	\$220,000	No (5311/5339/LoNo)
Total	\$1,100,000	\$880,000	\$220,000	
End of FY26 Capital Reserve Balance assuming no additional transfers		\$1,984,919		

Projected Capital Projects - 2027	Total Cost	Anticipated State/Federal Share	Local Share	Grant Funding Secured? (source)
No identified projects	\$0	\$0	\$0	0
Total	\$0	\$0	\$0	

End of FY27 Capital Reserve Balance assuming no additional transfers \$1,984,919

Projected Capital Projects - 2028	Total Cost	Anticipated State/Federal Share	Local Share	Grant Funding Secured? (source)
Replace 30' bus (703)	\$700,000	\$560,000	\$140,000	No (5311/5339/LoNo)
Total	\$700,000	\$560,000	\$140,000	

End of FY27 Capital Reserve Balance assuming no additional transfers \$1,844,919



• **Meadows Underpass Update**

The Final Office Review for the Meadows Underpass took place on September 28th. While not all of the CDOT comments were done at that time, the comments so far have been relatively minor drafting revisions. There were no significant design comments. Pending the availability of funding, the hope is to start construction in the spring of 2025.

• **Strategic Operating Plan Update**

Fehr and Peers have provided us with a draft public outreach program to kick off the update to the Strategic Operating Plan. We will be holding open houses in Telluride, Mountain Village, Placerville, Norwood and Rico. We will also be reaching out to older adults, the Spanish speaking population and business owners.

There will be a survey that will be available both on-line and on paper. We will be handing out paper copies to passengers on our buses.

• **Offseason Update**

Offseason starts on October 22nd and will continue through November 16th. SMART will not be making any changes to scheduled departure and arrival times.

Based on comments from the public, we will clarify that the final route from the Mountain Village in the evening ends at the Lawson Hill Park & Ride rather proceeding into the Town of Telluride.

Beginning on the 16th of October, we will begin alerting riders that the Gondola will be closed and distributing schedules to riders.

On week days, service from Telluride to the Mountain Village including the Meadows area and Lawson will run every 45 minutes. On the weekends, the route with times highlighted in grey, will run every hour and a half.

The express route runs as per the schedule on the next page Monday through Friday.

**Offseason Regular Route – White Route Monday – Friday
Grey Route 7 days per week**

Upper Lawson Hill	Lawson Hill Park & Ride	Town Park	Courthouse	Upper Lawson Hill	Meadows P.O.	Market Plaza	Blue Mesa	Centrum Building	Market Plaza	Meadows P.O.
				5:55 AM	6:10 AM	6:19 AM	6:20 AM	6:22 AM	6:25 AM	6:35 AM
6:05 AM	6:07 AM	6:25 AM	6:27 AM	6:45 AM	7:00 AM	7:08 AM	7:09 AM	7:10 AM	7:13 AM	7:21 AM
6:50 AM	6:52 AM	7:10 AM	7:12 AM	7:30 AM	7:45 AM	7:53 AM	7:54 AM	7:55 AM	7:58 AM	8:06 AM
7:35 AM	7:37 AM	7:55 AM	7:57 AM	8:15 AM	8:30 AM	8:38 AM	8:39 AM	8:40 AM	8:43 AM	8:51 AM
8:20 AM	8:22 AM	8:40 AM	8:42 AM	9:00 AM	9:15 AM	9:23 AM	9:24 AM	9:25 AM	9:28 AM	9:36 AM
9:05 AM	9:07 AM	9:25 AM	9:27 AM	9:45 AM	10:00 AM	10:08 AM	10:09 AM	10:10 AM	10:13 AM	10:21 AM
9:50 AM	9:52 AM	10:10 AM	10:12 AM	10:30 AM	10:45 AM	10:53 AM	10:54 AM	10:55 AM	10:58 AM	11:06 AM
10:35 AM	10:37 AM	10:55 AM	10:57 AM	11:15 AM	11:30 AM	11:38 AM	11:39 AM	11:40 AM	11:43 AM	11:51 AM
11:25 AM	11:27 AM	11:45 AM	11:47 AM	12:05 PM	12:20 PM	12:28 PM	12:29 PM	12:30 PM	12:33 PM	12:41 PM
12:10 PM	12:12 PM	12:30 PM	12:32 PM	12:50 PM	1:05 PM	1:13 PM	1:14 PM	1:15 PM	1:18 PM	1:26 PM
12:55 PM	12:57 PM	1:15 PM	1:17 PM	1:35 PM	1:50 PM	1:58 PM	1:59 PM	2:00 PM	2:03 PM	2:11 PM
1:40 PM	1:42 PM	2:00 PM	2:02 PM	2:20 PM	2:35 PM	2:43 PM	2:44 PM	2:45 PM	2:48 PM	2:56 PM
2:25 PM	2:27 PM	2:45 PM	2:47 PM	3:05 PM	3:20 PM	3:28 PM	3:29 PM	3:30 PM	3:33 PM	3:41 PM
3:10 PM	3:12 PM	3:30 PM	3:32 PM	3:50 PM	4:05 PM	4:13 PM	4:14 PM	4:15 PM	4:18 PM	4:26 PM
3:55 PM	3:57 PM	4:15 PM	4:17 PM	4:35 PM	4:50 PM	4:58 PM	4:59 PM	5:00 PM	5:03 PM	5:11 PM
4:40 PM	4:42 PM	5:00 PM	5:02 PM	5:20 PM	5:35 PM	5:43 PM	5:44 PM	5:45 PM	5:48 PM	5:56 PM
5:30 PM	5:32 PM	5:50 PM	5:52 PM	6:10 PM	6:25 PM	6:33 PM	6:34 PM	6:35 PM	6:38 PM	6:46 PM
6:15 PM	6:17 PM	6:35 PM	6:37 PM	6:55 PM	7:10 PM	7:18 PM	7:19 PM	7:20 PM	7:23 PM	7:31 PM
7:00 PM	7:02 PM	7:20 PM	7:22 PM	7:40 PM	7:55 PM	8:03 PM	8:04 PM	8:05 PM	8:08 PM	8:16 PM
7:45 PM	7:47 PM	8:05 PM	8:07 PM	8:25 PM	8:40 PM	8:48 PM	8:49 PM	8:50 PM	8:53 PM	9:01 PM
8:30 PM	8:32 PM	8:50 PM	8:52 PM	9:10 PM	9:25 PM	9:33 PM	9:34 PM	9:35 PM	9:38 PM	9:46 PM
9:15 PM	9:17 PM	9:35 PM	9:37 PM	9:55 PM	10:10 PM	10:18 PM	10:19 PM	10:20 PM	10:23 PM	10:31 PM
10:00 PM	10:02 PM	10:20 PM	10:22 PM	10:40 PM	10:55 PM	11:03 PM	11:04 PM	11:05 PM	11:08 PM	11:16 PM
10:45 PM	10:47 PM	11:05 PM	11:07 PM	11:25 PM	11:40 PM	11:48 PM	11:49 PM	11:50 PM	11:53 PM	Route Ends

Offseason Express Route – Monday – Friday

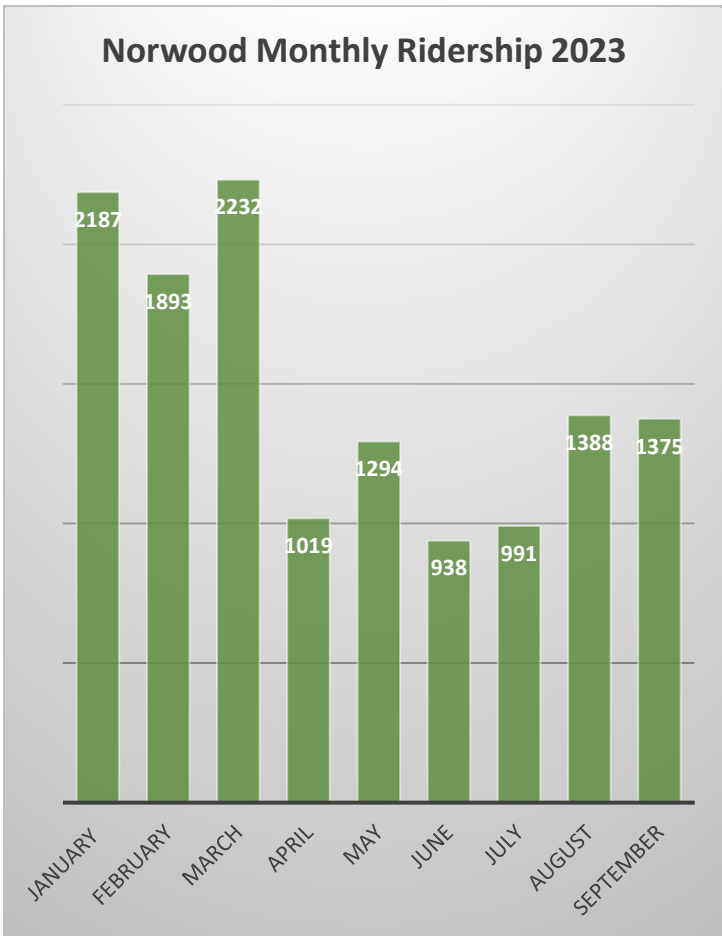
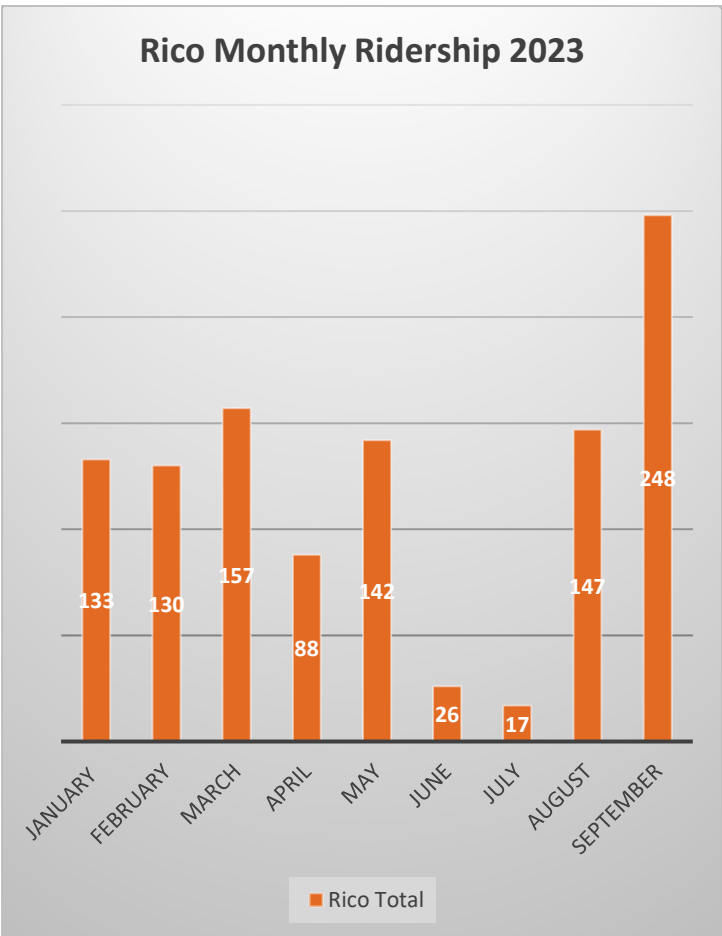
Town Park	Courthouse	Blue Mesa	Market Plaza
6:15 AM	6:20 AM	6:40 AM	6:45 AM
7:10 AM	7:15 AM	7:35 AM	7:40 AM
8:05 AM	8:10 AM	8:30 AM	8:35 AM
9:00 AM	9:05 AM	9:25 AM	9:30 AM
9:55 AM	10:00 AM	10:20 AM	10:25 AM
10:50 AM	10:55 AM	11:15 AM	11:20 AM
11:50 AM	11:55 AM	12:15 PM	12:20 PM
12:45 PM	12:50 PM	1:10 PM	1:15 PM
1:40 PM	1:45 PM	2:05 PM	2:10 PM
2:35 PM	2:40 PM	3:00 PM	3:05 PM
3:30 PM	3:35 PM	3:55 PM	4:00 PM
4:25 PM	4:30 PM	4:50 PM	4:55 PM
5:20 PM	5:25 PM	5:45 PM	5:50 PM
6:15 PM	6:20 PM	6:40 PM	6:45 PM
7:10 PM	Route Ends		

• **Rico Monthly Ridership**

Rico ridership picked up significantly this month. September has seen the strongest ridership all year. Hopefully this trend will continue.

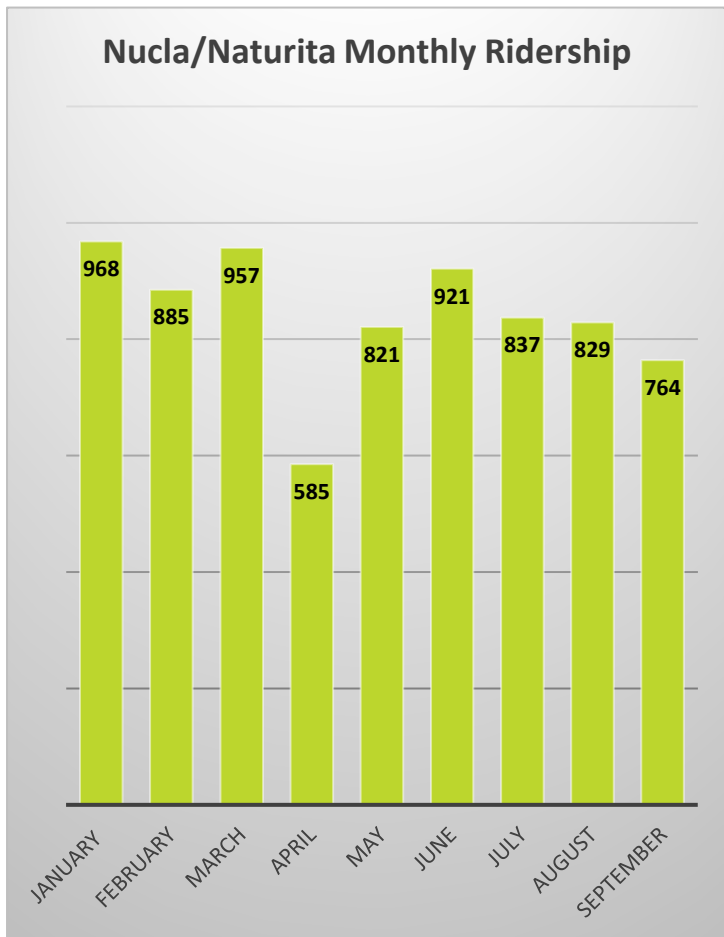
• **Norwood Monthly Ridership**

Norwood ridership stayed consistent through August and September. Last winter’s ridership was stronger.



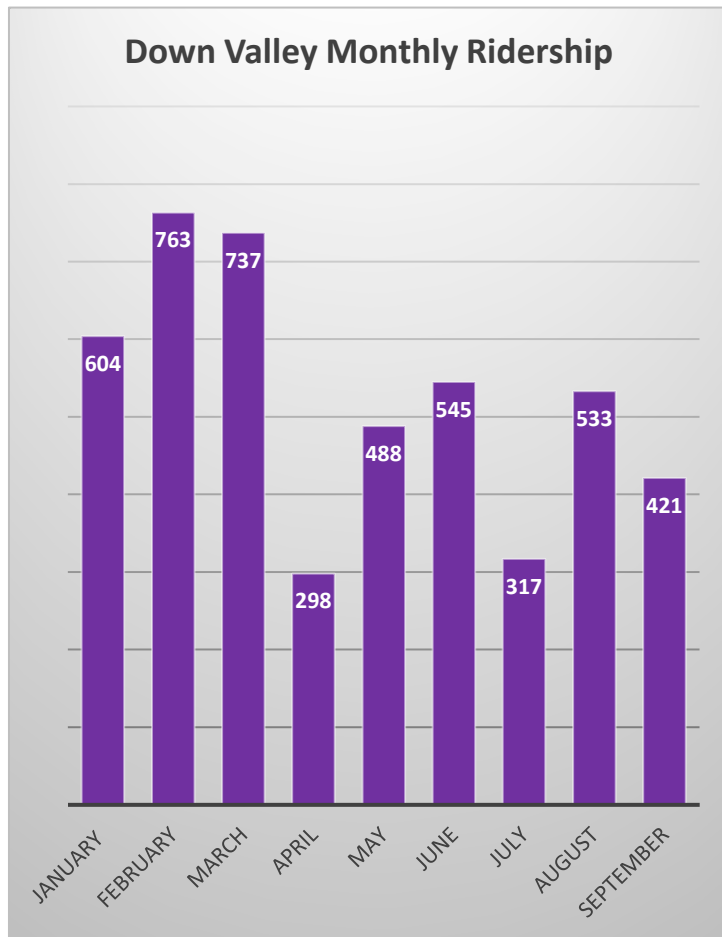
- **Nucla/Naturita Monthly Ridership**

Nucla/Naturita is trending downward. Hopefully that will change as we get into winter.



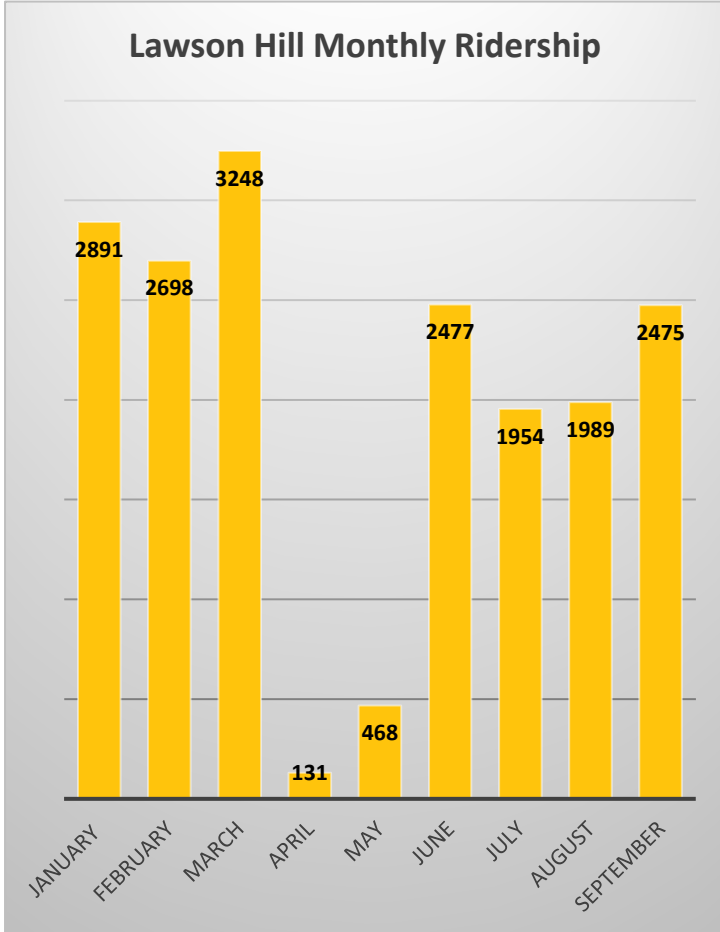
- **Down Valley Monthly Ridership**

Down Valley ridership has been inconsistent. I would have expected it to have gone up once school started but that was not the case.



- **Lawson Hill Monthly Ridership**

During the winter, Lawson Hill Ridership will likely go up. People are still riding their bikes to work. It looks like there are a lot of e-bike commuters, but we have not taken a formal survey.



- **Lawson Hill Mountain Village Monthly Ridership**

The Lawson Hill/Mountain Village route is a pilot program. Based on very limited ridership on holidays, it appears to be serving riders that work traditional hours.

