



Mountain Rides Transportation Authority

PUBLIC NOTICE

Agenda for the Regular Meeting of the Board of Directors

Wednesday, October 20, 2021, 12:30pm

The Community Library, Idaho Room, 415 Spruce Ave, Ketchum, ID 83340

Please join my meeting from your computer, tablet or smartphone.

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Mountain Rides Board of Directors

Chair Kathleen Kristenson (Blaine County); Vice-Chair Melody Mattson (at-large); Tom Blanchard (Bellevue); Juan Martinez (Hailey); Kristin Derrig & Neil Bradshaw (Ketchum); Rick Webking & Peter Hendricks (Sun Valley)

1. **Call to Order**
2. **Comments** from the Chair, Members, and Staff
3. **Public Comment** re: Items not on the Agenda (and questions from the press)
4. **Action item:** Consent Agenda (p.2)
 - a. Approve: Minutes of Regular Board Meeting, September 15, 2021 (p.3-5)
 - b. Receive/file: Performance Dashboard, September 2021 (p.6-9)
 - c. Receive/file: August 2021 Operating Financial Statements and Bills Paid (p.10-15)
 - d. Receive/file: Minutes of Planning & Marketing Committee Meeting, October 6, 2021 (p.16)
 - e. Receive/file: Minutes of Finance & Performance Committee Meeting, October 6, 2021 (p.17-18)
 - f. Receive/file: Reports: Director, Transit Operations; Director, Finance & Administration; Director, Assets & Planning; Manager, Transit Operations; Manager, Mobility Programs and Resilience; Executive Director (p.19-24)
 - g. Approve/adopt: Banking Resolution (p.25)
 - h. Approve/adopt: Passenger Wi-Fi and Content Policy (p.26-29)
 - i. Approve/adopt: Van Purchase RFP for four vans (p.30-81)
5. **Discussion item:** Board member expansion (p.82)
6. **Discussion item:** Items of Interest to the Board (p.83)
7. **Adjourn**

Public information regarding agenda items is available from the Mountain Rides' office at 800 1st Ave. North, Ketchum, or 208-788-7433. Any person needing special accommodation to attend the above noticed meeting should contact Mountain Rides two days prior to the meeting at 208-788-7433.

Mountain Rides Consent Agenda Item Summary

Date:

October 20, 2021

From:

MRTA Staff

Action Item:

4. Consent Agenda

Committee Review:

☒ Yes ☐ No

Committee
Purview:

Finance & Performance; Planning & Marketing

Previously
discussed at board
level:

☐ Yes ☒ No

Recommended
Motion:

I move to approve, adopt, receive, and file the Consent Agenda.

Fiscal Impact:

NA

Related Policy or
Procedural Impact:

NA

Background:

- a. Approve: Minutes of Regular Board Meeting, September 15, 2021
- b. Receive/file: Performance Dashboard Report for September 2021
- c. Receive/file: August 2021 Operating Financial Statements and Bills Paid
- d. Receive/file: Minutes of P&M Committee Meeting, October 6, 2021
- d. Receive/file: Minutes of F&P Committee Meeting, October 6, 2021
- f. Receive/file: Report per:
 - 1) Director, Transit Operations (Kim MacPherson)
 - 2) Director, Finance & Administration (Tucker Van Law)
 - 3) Director, Assets & Infrastructure (Ben Varner)
 - 4) Manager of Transit Operations (Jamie Canfield)
 - 5) Manager of Mobility Programs and Resilience (Cece Osborn)
 - 6) Executive Director (Wally Morgus)
- g. Approve/adopt: Banking Resolution
- h. Approve/adopt: Passenger Wi-Fi and Content Policy



RECORDED

**REGULAR MEETING MINUTES
MOUNTAIN RIDES TRANSPORTATION AUTHORITY
Wednesday, September 15, 2021, 12:30 p.m.
Conference Call**

The Mountain Rides Transportation Authority's Board of Directors met in a Regular Meeting on a conference call.

PRESENT: Chair Kathleen Kristenson (Blaine County), Vice-chair Melody Mattson (at-large), Rick Webking (Sun Valley), Peter Hendricks (Sun Valley), Neil Bradshaw (Ketchum), Kristin Derrig (Ketchum), Juan Martinez (Hailey) and Tom Blanchard (Bellevue)

ALSO PRESENT: Mountain Rides Executive Director, Wally Morgus
Mountain Rides Director, Finance & Administration, Tucker Van Law
Mountain Rides Director, Assets & Planning, Ben Varner
Mountain Rides Director, Transit Operations, Kim MacPherson
Mountain Rides Manager, Transit Operations, Jamie Canfield

1. CALL TO ORDER

Chair Kathleen Kristenson called to order the meeting of Wednesday, September 15, 2021, at 12:37pm via conference call. Secretary Rick Webking called roll and determined that a quorum was present.

2. COMMENTS FROM THE CHAIR, BOARD MEMBERS and STAFF

Kathleen Kristenson stated that she was on KMTV talking about the Electric buses.

3. PUBLIC COMMENT PERIOD FOR ITEMS NOT ON THE AGENDA (incl. questions from Press)

There was none.

4. Consent Calendar items

- a. Approve: Minutes of Regular Board Meeting, August 18, 2021
- b. Receive/file: Performance Dashboard report for August 2021
- c. Receive/file: July 2021 Operating Financial Statements and Bills Paid
- d. Receive/file: Minutes of Planning & Marketing Committee Meeting, September 1, 2021
- e. Receive/file: Minutes of Finance & Performance Committee Meeting, September 1, 2021
- f. Receive/file: Reports from Director, Transit Operations; Director, Finance & Administration; Director, Assets & Planning; Manager of Transit Operations; Executive Director
- g. Approve/adopt: Mountain Rides' FY2022 Organizational Structure (Org Chart)
- h. Approve/adopt: Mountain Rides' FY2022 Payscale

i. Approve/adopt: Mountain Rides' FY2022 Transportation Service Plan

Rick Webking moved to approve, receive, file, and adopt the Consent Agenda. Neil Bradshaw seconded. The motion passed.

5. ACTION ITEM:

Approve/adopt FY2022 Budgets (Operating Fund, Capital Funds)

Tucker Van Law said this was presented to the committees previously.

Neil Bradshaw moved to approve and adopt the Fiscal Year 2022 Operating, Capital, Facilities, Workforce Housing, and Contingency Budgets for Mountain Rides Transportation Authority. Rick Webking seconded. The motion passed.

6. DISCUSSION ITEM:

Items of Interest to the Board

Juan Martinez said thank you to staff for everything we do. And moving our service over to River Street in Hailey during the construction. Thank you for the hard work and the ability to make adjustments on the fly and serve your community. He brought forward an idea seeing the numbers throughout the valley, to bring an extra representative at board level for Hailey. Maybe it would be an at-large seat, but we do have a couple elections at city council coming up and there may be an opportunity there to get people involved. This industry is hard to get a grasp on over the first year. He thinks if we can train somebody so there was another good representative for the community, that would be to everyone's benefit. In Hailey there are a lot of infrastructure opportunities on River Street coming up and he would love to have more representation from Hailey if possible.

Rick Webking asked about the Joint Powers agreement call for regarding seats. All seats are filled but Rick suggested to have a representative from the City of Hailey to observe the meetings like committee meetings where these things are discussed.

Tom Blanchard said we are controlled by the JPA and would require an amendment of that to be agreed on by all participating partners. Tom said Hailey is obviously our largest community and given the importance of the Valley route, he thinks there is an argument for supporting that kind of thing.

Rick Webking said maybe there is a spot for an ex-officio member but maybe the attorney should be consulted.

Neil Bradshaw suggested that staff can circle back and let everyone know what the options are then we can have a more informed discussion.

Wally Morgus suggested he would ask our attorney and bring to our committee meetings in October.

Rick Webking said he heard questions from a Sun Valley resident about the Red Route during one of the budget sessions, regarding more service in the summer near Morningstar.

Wally Morgus said this is a monetary issue and would need some funding from the City of Sun Valley. But we can talk about it with staff internally within our service plan. We are in the process of evaluating it.

Jamie Canfield said we are discussing this at an Operations level currently.

7. EXECUTIVE SESSION:

Per Idaho Code 74-206(1)(b), to consider the evaluation of an employee

Neil Bradshaw made a motion that the Mountain Rides' Board of Directors enter Executive Session at 1:06pm as authorized by Idaho Code 74-206(1)(b) to consider the evaluation of an employee. Juan Martinez seconded. The motion passed. Roll call: Kathleen Kristenson, aye, Melody Mattson, aye, Tom Blanchard, aye, Juan Martinez, aye, Kristin Derrig, aye, Neil Bradshaw, aye, Rick Webking, aye, and Peter Hendricks, aye.

8. Tom Blanchard moved to return to open/public session at 1:30pm. Juan Martinez seconded.

9. ACTION ITEM:

Per Executive Session

Tom Blanchard moved that the board accept the evaluation of the executive director as discussed in executive session and that those results be presented by the chair. Juan Martinez seconded. The motion passed.

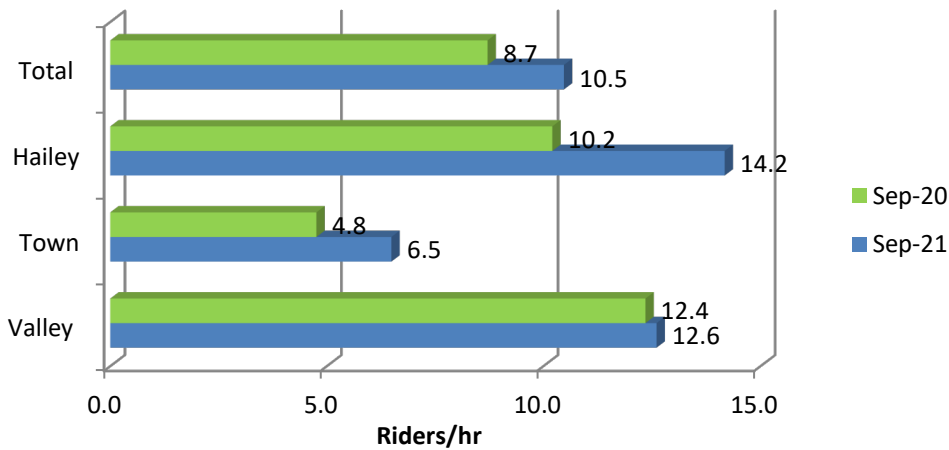
10. ADJOURNMENT

Juan Martinez moved to adjourn the meeting at 1:32pm. Melody Mattson seconded. The motion carried unanimously.

Chair Kathleen Kristenson

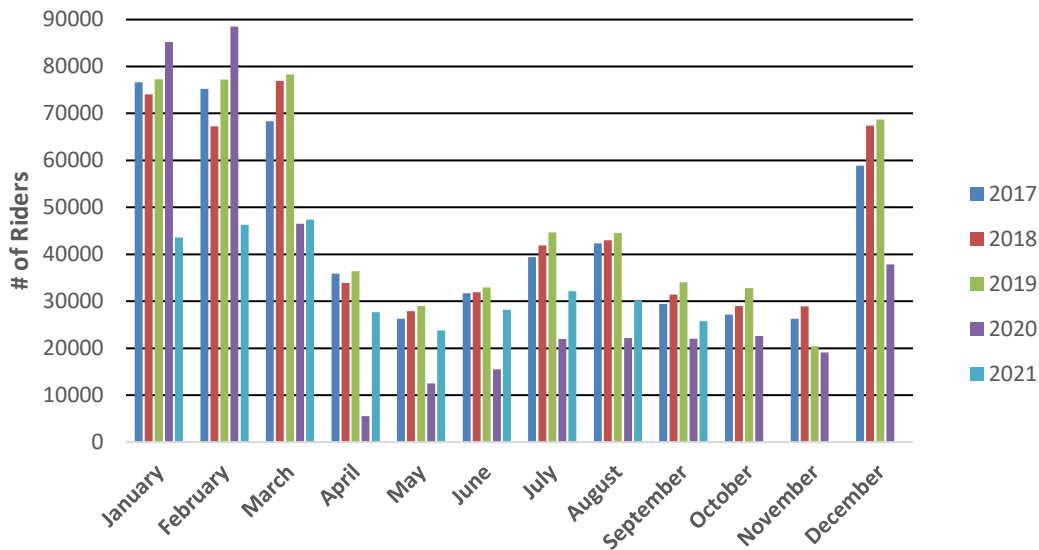
PERFORMANCE DASHBOARD - RIDERSHIP, SEPTEMBER 2021

Ridership per hour



Definition: One way rides for the month divided by the number of bus revenue service hours for the month (aka productivity) - being higher than goal is good. 15 is a reasonable goal for a resort-rural fixed route system.

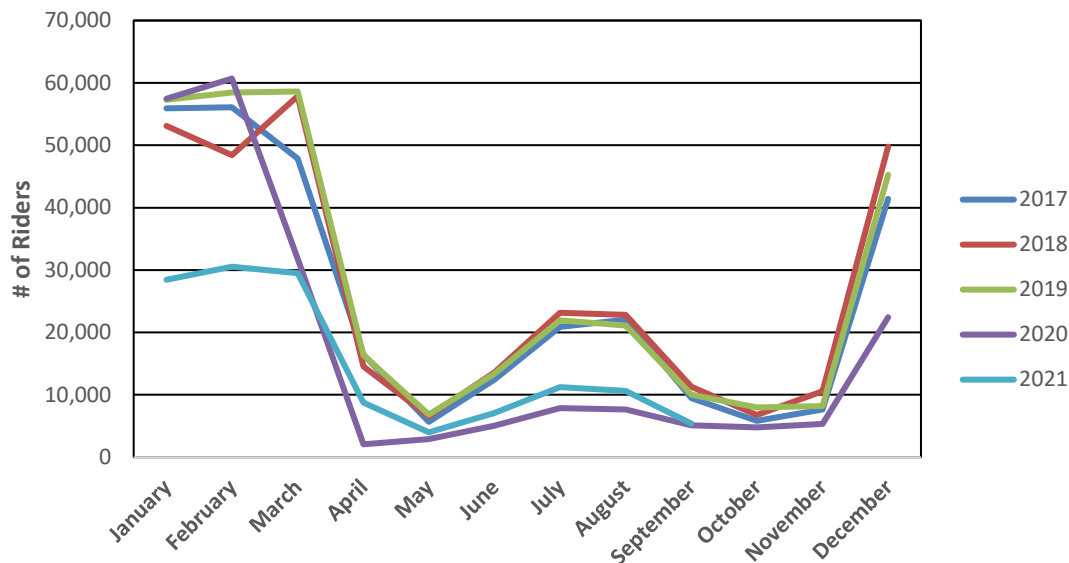
Total Ridership by Month



2021 YTD Ridership
305144
2020 YTD Ridership
318170
2019 YTD Ridership
457806
2018 YTD Ridership
431858
2017 YTD Ridership
425507

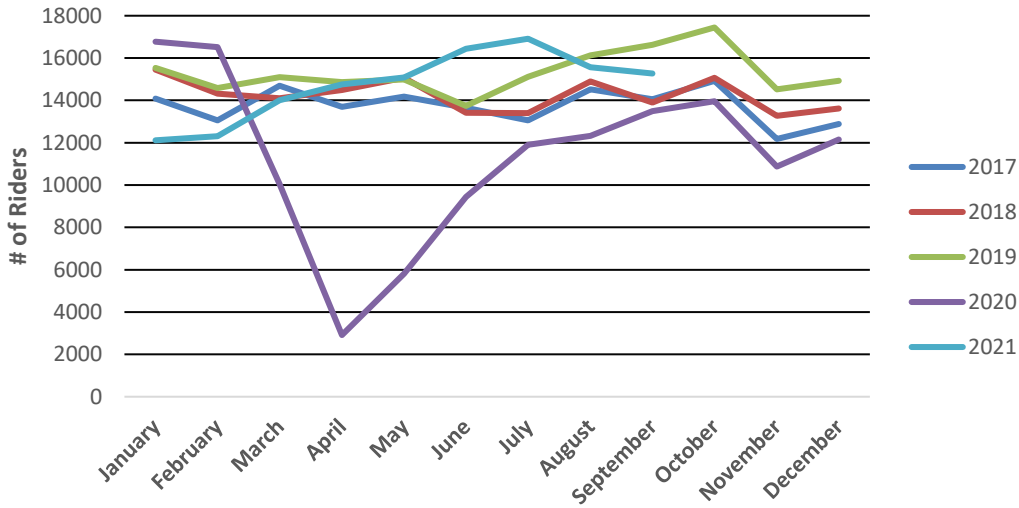
Definition: Monthly ridership compared with one year ago, two years ago and the 5 year average.

Town Routes

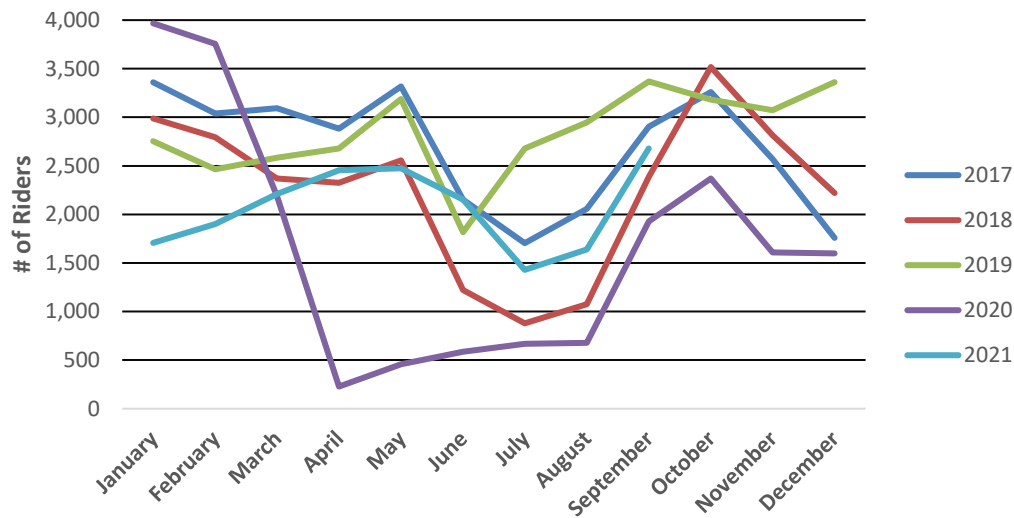


PERFORMANCE DASHBOARD - RIDERSHIP BY ROUTE, SEPTEMBER 2021

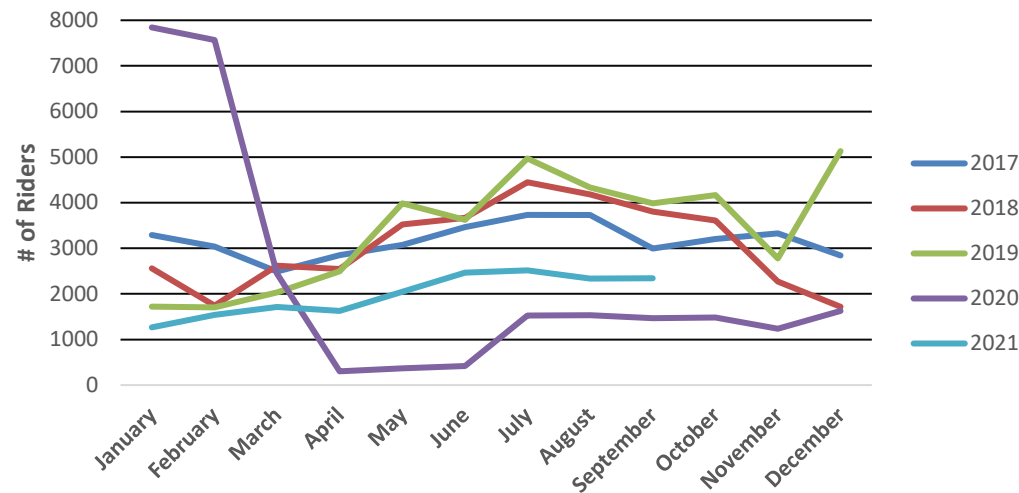
Valley Route



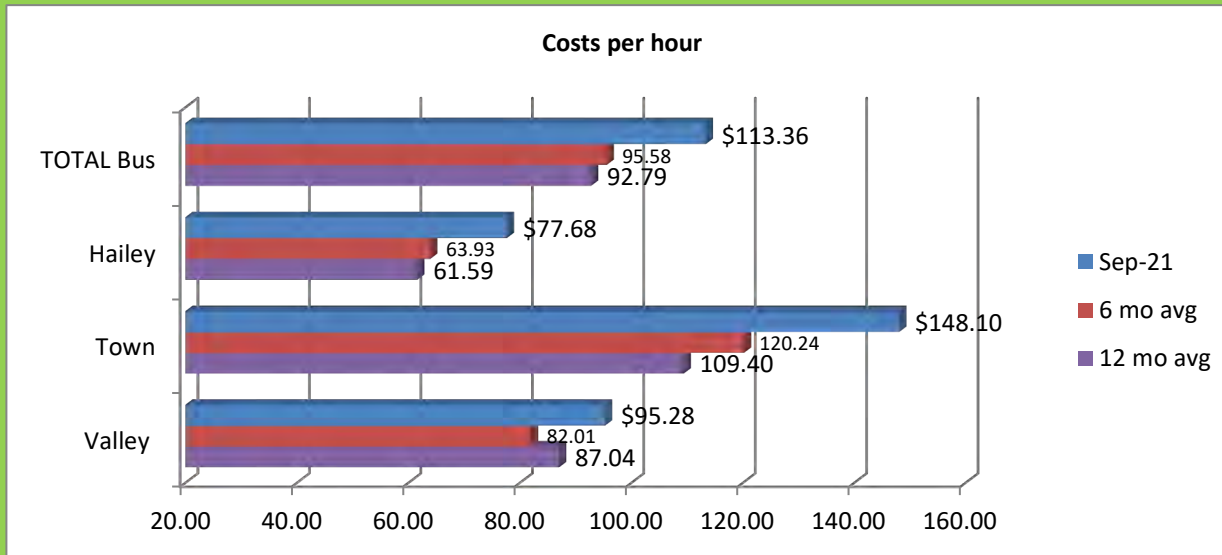
Hailey Route



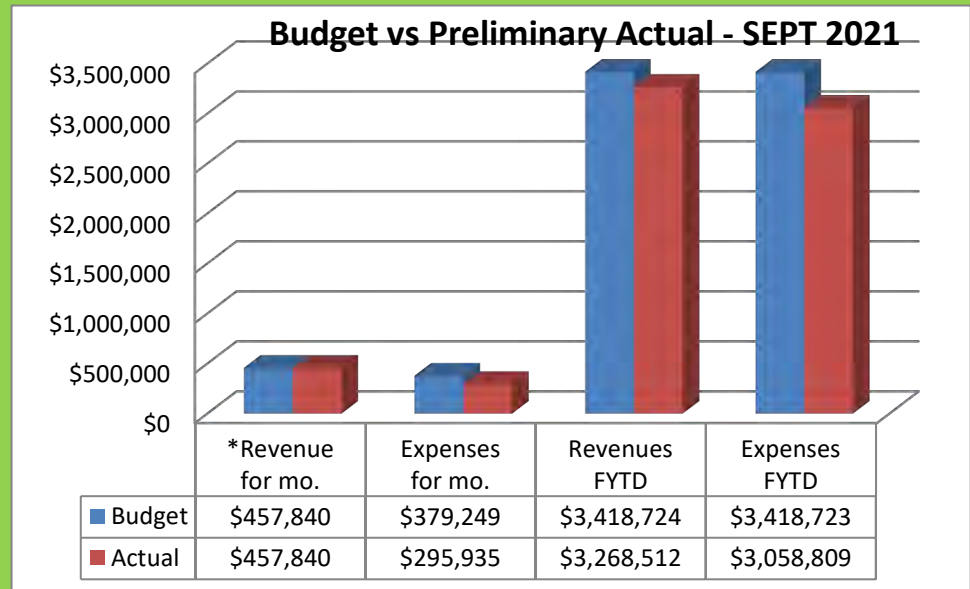
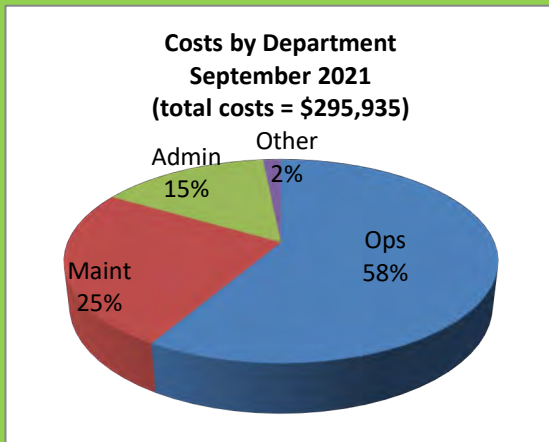
Vanpool



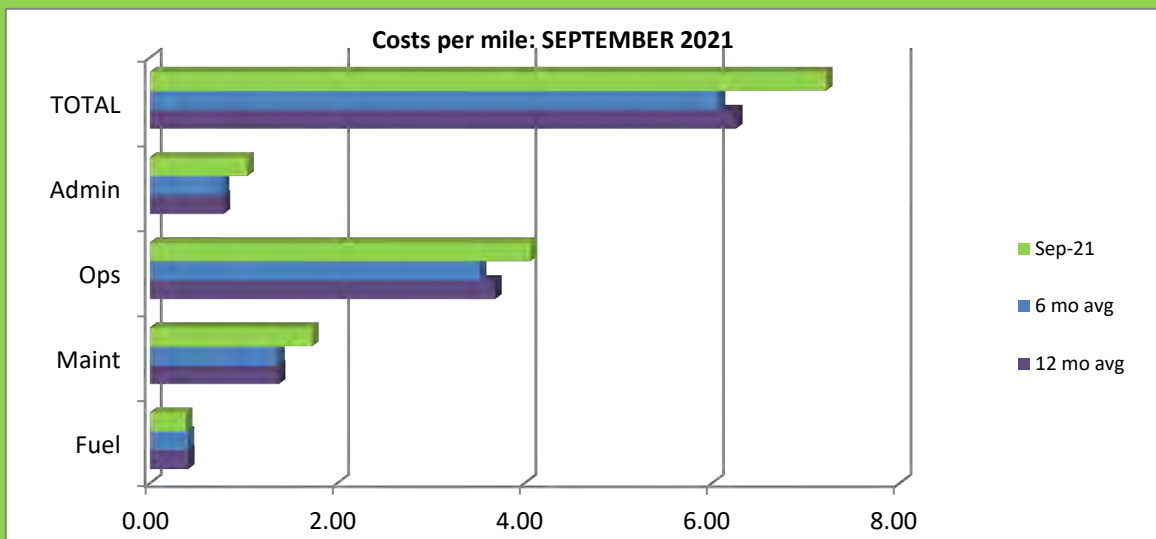
PERFORMANCE DASHBOARD - FINANCIAL, SEPTEMBER 2021



Definition: Monthly costs divided by the number of bus revenue service hours operated for the month. Being lower than goal is good. Monthly numbers are compared to 6 and 12 month averages in order to give a longer time period for reference (monthly fluctuations can be great).

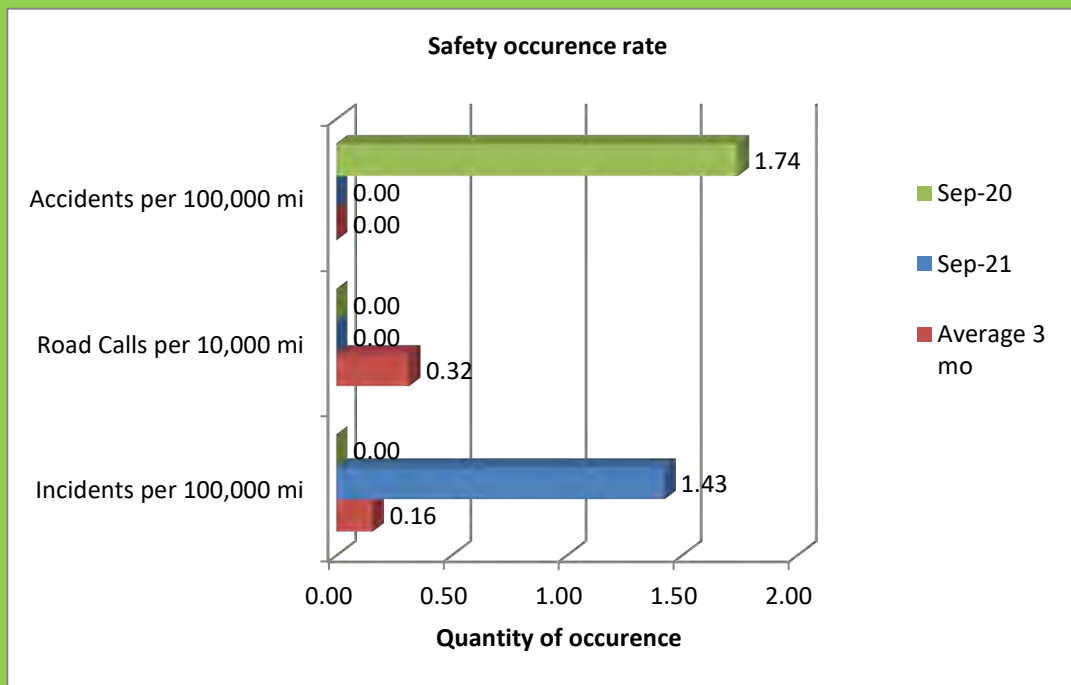


***Revenues reflect budgeted amounts**



Definition: Costs for services are taken in total for the month and then divided by the mileage operated for the month. Costs are also calculated for each department to show the contribution to costs per mile. The budget is established based on historical averages and what is reasonable on a statewide basis for a rural fixed route system.

PERFORMANCE DASHBOARD - SAFETY, SEPTEMBER 2021



Definition: This is the rate at which these safety related items are happening at a rate that is consistent with industry

Safety	Jul-21	Aug-21	Sep-21
Incidents	0	0	1
Accidents	0	0	0
Road Calls	1	1	0

Incident is defined as an event that involved a minor collision, injury or altercation that may have caused physical damage or injury (less than \$200) to MRTA property or persons only. No outside parties involved.

Accident is defined as an event that caused damage to one or more MR vehicles or property in excess of \$200 OR damage to vehicles, property or persons unrelated to MRTA in any amount.

Road Call is defined as a vehicle that is taken out of revenue service because of a need for unscheduled maintenance.

**MAINTENANCE DAYS WITHOUT
A LOSS TIME ACCIDENT OR
INJURY: Current**

872

Includes September
Previous record 1996 days

MRTA - Operations Main
Revenue & Expenditures Budget Performance
August 2021

	Aug 21	Budget	% of Budget	Oct '20 - Aug 21	YTD Budget	% of Budget	Annual Budget
Ordinary Income/Expense							
Income							
41000 · Federal Funding							
41200 · Federal - 5311	84,072.00	0.00	100.0%	1,631,385.00	1,631,385.50	100.0%	1,631,385.50
41300 · Federal - CARES	0.00	200,000.00	0.0%	0.00	200,000.00	0.0%	549,611.10
41600 · Federal - SRTS	2,194.00	5,000.00	43.9%	59,792.05	52,169.05	114.6%	59,766.00
41700 · Federal Funding -other programs	0.00	0.00	0.0%	30,000.00	30,000.00	100.0%	30,000.00
41800 · Federal - RTAP	0.00	2,000.00	0.0%	5,000.00	7,000.00	71.4%	22,000.00
Total 41000 · Federal Funding	86,266.00	207,000.00	41.7%	1,726,177.05	1,920,554.55	89.9%	2,292,762.60
43000 · Local Funding							
43100 · Local - Ketchum	27,372.92	27,372.92	100.0%	301,102.12	301,102.12	100.0%	328,475.00
43200 · Local - Hailey	3,591.67	3,591.67	100.0%	39,508.37	39,508.37	100.0%	43,100.00
43300 · Local - Bellevue	0.00	0.00	0.0%	3,425.00	3,425.00	100.0%	3,425.00
43400 · Local - Blaine County	6,750.00	6,750.00	100.0%	74,250.03	74,250.00	100.0%	81,000.00
43500 · Local - Sun Valley	15,477.08	15,477.08	100.0%	170,247.88	170,247.88	100.0%	185,725.00
43600 · Local - Sun Valley Company	0.00	0.00	0.0%	110,000.00	110,000.00	100.0%	110,000.00
43700 · Local - Other Business	0.00	0.00	0.0%	12,500.00	12,500.00	100.0%	12,500.00
Total 43000 · Local Funding	53,191.67	53,191.67	100.0%	711,033.40	711,033.37	100.0%	764,225.00
44000 · Fares							
44100 · Fares - Valley Cash	0.00	0.00	0.0%	24.00	24.00	100.0%	24.00
44200 · Fares - Valley Passes	0.00	0.00	0.0%	12,540.00	9,750.00	128.6%	9,750.00
44250 · Fares- Hailey Route- Cash	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
44300 · Fares - Vanpool	12,734.24	11,000.00	115.8%	119,618.54	116,140.16	103.0%	127,140.16
44400 · Fares - ADA	60.00	0.00	100.0%	168.00	72.00	233.3%	72.00
44500 · Fares- Galena Service	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
Total 44000 · Fares	12,794.24	11,000.00	116.3%	132,350.54	125,986.16	105.1%	136,986.16
45000 · Revenue							
45100 · Rev - Advertising	5,766.00	5,789.34	99.6%	72,589.98	60,000.00	121.0%	72,000.00
45500 · Rev - Charter/Special Event	980.00	3,450.00	28.4%	2,830.00	5,650.00	50.1%	7,650.00
45600 · Rev - Bike Share- Bike Swap	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
Total 45000 · Revenue	6,746.00	9,239.34	73.0%	75,419.98	65,650.00	114.9%	79,650.00
47000 · Private Donations							
47100 · Priv. Donation - Foundations	20,000.00	0.00	100.0%	149,765.00	121,100.00	123.7%	127,100.00
Total 47000 · Private Donations	20,000.00	0.00	100.0%	149,765.00	121,100.00	123.7%	127,100.00
48000 · Transfers							
48400 · Transfer - Housing Fund	1,250.00	1,250.00	100.0%	13,750.00	13,750.00	100.0%	15,000.00
Total 48000 · Transfers	1,250.00	1,250.00	100.0%	13,750.00	13,750.00	100.0%	15,000.00
49000 · Interest Income	2.32	200.00	1.2%	2,112.63	2,809.47	75.2%	3,000.00
49800 · Excess Operating Funds	0.00	0.00	0.0%	0.00	0.00	0.0%	1,156,753.00
Total Income	180,250.23	281,881.01	63.9%	2,810,608.60	2,960,883.55	94.9%	4,575,476.76
Gross Profit	180,250.23	281,881.01	63.9%	2,810,608.60	2,960,883.55	94.9%	4,575,476.76

MRTA - Operations Main
Revenue & Expenditures Budget Performance
August 2021

	Aug 21	Budget	% of Budget	Oct '20 - Aug 21	YTD Budget	% of Budget	Annual Budget
Expense							
51000 · Payroll Expenses							
51100 · Salaries and Wages	122,963.12	145,500.00	84.5%	1,499,791.55	1,600,936.62	93.7%	1,792,426.00
51300 · FICA Expense	7,406.36	8,730.00	84.8%	89,926.47	95,890.76	93.8%	107,380.12
51350 · Medicare Tax Expense	1,732.10	2,037.00	85.0%	21,031.18	22,400.70	93.9%	25,081.55
51400 · Retirement Plan Expenses	36,840.13	39,000.00	94.5%	100,700.05	102,535.75	98.2%	146,585.00
51500 · Workers Comp Expense	9,152.00	15,000.00	61.0%	35,201.00	46,439.00	75.8%	61,365.00
51600 · SUI Expense	472.10	1,018.50	46.4%	6,322.76	8,787.54	72.0%	10,127.97
51700 · Medical Ins. Expense	22,787.74	26,000.00	87.6%	264,896.02	276,508.12	95.8%	305,000.00
51950 · Employee Performance Bonus	0.00	0.00	0.0%	0.00	6,000.00	0.0%	6,000.00
Total 51000 · Payroll Expenses	201,353.55	237,285.50	84.9%	2,017,869.03	2,159,498.49	93.4%	2,453,965.64
52000 · Insurance Expense							
52100 · Ins. - Vehicles	10,894.20	10,894.20	100.0%	119,836.00	119,836.00	100.0%	130,730.00
52150 · Ins- Deductibles/claims	0.00	400.00	0.0%	6,236.63	893.41	698.1%	1,293.41
Total 52000 · Insurance Expense	10,894.20	11,294.20	96.5%	126,072.63	120,729.41	104.4%	132,023.41
53000 · Professional Fees							
53100 · Accounting & Audit	0.00	0.00	0.0%	9,000.00	9,000.00	100.0%	9,000.00
53200 · IT Systems	232.50	400.00	58.1%	2,919.80	2,813.80	103.8%	3,413.80
53400 · Legal Fees	200.00	500.00	40.0%	4,580.00	5,700.00	80.4%	6,200.00
53475 · Medical	235.00	500.00	47.0%	5,274.00	5,346.00	98.7%	5,846.00
53500 · Other Professional Fees	1,705.75	500.00	341.2%	4,270.50	3,470.50	123.1%	8,470.50
Total 53000 · Professional Fees	2,373.25	1,900.00	124.9%	26,044.30	26,330.30	98.9%	32,930.30
54000 · Equipment/ Tool Expense							
54100 · Shop Equipment/ Tools	56.55	515.00	11.0%	3,255.50	3,526.87	92.3%	4,041.87
54300 · Office Equipment	972.33	250.00	388.9%	3,630.78	3,738.39	97.1%	3,988.39
Total 54000 · Equipment/ Tool Expense	1,028.88	765.00	134.5%	6,886.28	7,265.26	94.8%	8,030.26
55000 · Rent and Utilities							
55200 · Utilities	1,290.17	1,300.00	99.2%	21,934.75	22,949.64	95.6%	24,249.64
Total 55000 · Rent and Utilities	1,290.17	1,300.00	99.2%	21,934.75	22,949.64	95.6%	24,249.64
56000 · Supplies							
56200 · Janitorial & Safety Supplies	1,888.27	1,600.00	118.0%	14,406.53	17,492.49	82.4%	19,092.49
56300 · Department & Office Supplies	693.43	400.00	173.4%	3,319.72	3,406.24	97.5%	3,806.24
56400 · Uniforms	114.03	350.00	32.6%	11,831.31	11,650.00	101.6%	12,000.00
56500 · Postage and Delivery	7.95	80.00	9.9%	702.61	888.17	79.1%	1,000.00
Total 56000 · Supplies	2,703.68	2,430.00	111.3%	30,260.17	33,436.90	90.5%	35,898.73
57000 · Repairs and Maintenance							
57100 · Equipment Repairs/Maintenance	81.91	550.00	14.9%	665.27	2,802.58	23.7%	3,552.58
57200 · Building Repairs/Maintenance	937.52	1,000.00	93.8%	15,943.40	13,264.58	120.2%	14,264.58
57250 · Bus Stop Repairs/Maint	0.00	775.00	0.0%	5,740.64	8,366.00	68.6%	9,141.00
57300 · Grounds Repairs/Maintenance	389.68	550.00	70.9%	5,282.63	6,165.25	85.7%	7,115.25
57500 · Janitorial Services	0.00	400.00	0.0%	3,720.00	4,232.00	87.9%	4,632.00
Total 57000 · Repairs and Maintenance	1,409.11	3,275.00	43.0%	31,351.94	34,830.41	90.0%	38,705.41
58000 · Communications Expense							
58100 · Office Phone Expense	331.49	380.00	87.2%	3,345.40	3,593.77	93.1%	4,013.77
58200 · Cell & Two-Way Mobile	915.18	1,000.00	91.5%	14,113.15	15,650.30	90.2%	16,800.30
58300 · Internet/Website	226.60	393.00	57.7%	3,668.55	3,410.05	107.6%	3,807.05
58400 · On-Board Vehicle Computers	1,609.71	1,609.71	100.0%	19,316.46	19,316.46	100.0%	19,316.46
Total 58000 · Communications Expense	3,082.98	3,382.71	91.1%	40,443.56	41,970.58	96.4%	43,937.58

MRTA - Operations Main
Revenue & Expenditures Budget Performance
August 2021

	Aug 21	Budget	% of Budget	Oct '20 - Aug 21	YTD Budget	% of Budget	Annual Budget
59000 · Travel and Training							
59100 · Vehicle/Airfare	46.16	500.00	9.2%	530.84	823.12	64.5%	2,340.00
59200 · Lodging	0.00	1,000.00	0.0%	540.00	1,540.00	35.1%	1,540.00
59300 · Food/Meals/Entertainment	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
59400 · Training/Education	9,540.45	5,200.00	183.5%	13,349.45	28,010.00	47.7%	28,010.00
59500 · Safety Curriculum	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
Total 59000 · Travel and Training	9,586.61	6,700.00	143.1%	14,420.29	30,373.12	47.5%	31,890.00
60000 · Business Expenses							
60100 · Vehicle Registration Fees	0.00	50.00	0.0%	184.00	292.00	63.0%	442.00
60400 · Membership,Dues & Subscriptions	2,005.75	350.00	573.1%	9,879.86	9,741.31	101.4%	10,091.31
60500 · Bank Fees	-14.07	40.00	-35.2%	33.49	199.48	16.8%	239.48
Total 60000 · Business Expenses	1,991.68	440.00	452.7%	10,097.35	10,232.79	98.7%	10,772.79
61000 · Advertising							
61100 · Print Advertising	232.80	1,190.00	19.6%	12,215.01	12,772.73	95.6%	14,172.73
61200 · Radio Advertising	0.00	230.00	0.0%	500.00	1,150.00	43.5%	1,520.00
61300 · Online Advertising	220.00	400.00	55.0%	1,950.35	3,101.09	62.9%	3,601.09
61400 · Vehicle Graphics	0.00	580.00	0.0%	0.00	2,900.00	0.0%	3,520.00
Total 61000 · Advertising	452.80	2,400.00	18.9%	14,665.36	19,923.82	73.6%	22,813.82
62000 · Marketing and Promotion							
62100 · Info. Displays-Stop Signage	76.00	500.00	15.2%	1,617.38	3,574.72	45.2%	4,076.72
62200 · Graphic Design	247.50	580.00	42.7%	3,406.50	4,155.50	82.0%	4,775.50
62300 · Promotional Items	15.87	333.00	4.8%	24,117.45	26,298.04	91.7%	26,635.04
62400 · Customer Events and Misc.	13.74	80.00	17.2%	13.74	400.00	3.4%	520.00
62500 · Staff Appreciation/ Events	45.18	0.00	100.0%	7,463.53	7,333.76	101.8%	7,833.76
Total 62000 · Marketing and Promotion	398.29	1,493.00	26.7%	36,618.60	41,762.02	87.7%	43,841.02
63000 · Printing and Reproduction							
63100 · Copies, Passes & Flyers	160.52	250.00	64.2%	2,665.71	2,601.02	102.5%	2,851.02
63200 · Schedules, Maps & Brochures	0.00	300.00	0.0%	8,263.44	10,354.09	79.8%	10,704.09
Total 63000 · Printing and Reproduction	160.52	550.00	29.2%	10,929.15	12,955.11	84.4%	13,555.11
64000 · Fuel							
64200 · Petroleum Fuel Expense	20,364.30	34,800.00	58.5%	232,563.60	298,557.00	77.9%	328,760.20
64500 · Electric Fuel Expense	1,819.54			2,233.44			
Total 64000 · Fuel	22,183.84	34,800.00	63.7%	234,797.04	298,557.00	78.6%	328,760.20
65000 · Vehicle Maintenance							
65100 · Parts Expense							
65150 · Vehicle Maintenance- freight	101.00	200.00	50.5%	1,855.54	2,121.92	87.4%	2,421.92
65100 · Parts Expense - Other	11,439.76	10,800.00	105.9%	78,533.11	100,644.81	78.0%	112,644.81
Total 65100 · Parts Expense	11,540.76	11,000.00	104.9%	80,388.65	102,766.73	78.2%	115,066.73
65200 · Fluids Expense	323.08	1,700.00	19.0%	18,862.40	20,835.02	90.5%	22,535.02
65300 · Tires Expense	0.00	2,000.00	0.0%	22,412.94	31,697.88	70.7%	33,897.88
65400 · Purchased Services	0.00	800.00	0.0%	7,515.40	10,246.00	73.3%	11,446.00
65500 · Vehicle Computer/Diagnostic	720.00	330.00	218.2%	1,929.27	2,859.27	67.5%	3,229.27
65600 · Vehicle Glass/Windshield Repai	460.95	450.00	102.4%	6,351.19	6,916.08	91.8%	7,466.08
65700 · Shop Supplies	142.30	330.00	43.1%	2,906.56	3,338.87	87.1%	3,708.87
Total 65000 · Vehicle Maintenance	13,187.09	16,610.00	79.4%	140,366.41	178,659.85	78.6%	197,349.85
69500 · Contribution to Fund Balance	0.00	0.00	0.0%	1,156,752.00	1,156,753.00	100.0%	1,156,753.00
Total Expense	272,096.65	324,625.41	83.8%	3,919,508.86	4,196,227.70	93.4%	4,575,476.76
Net Ordinary Income	-91,846.42	-42,744.40	214.9%	-1,108,900.26	-1,235,344.15	89.8%	0.00
Net Income	-91,846.42	-42,744.40	214.9%	-1,108,900.26	-1,235,344.15	89.8%	0.00

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10/01/21

Accrual Basis

MRTA - Operations Main

Checks Issued

As of August 31, 2021

Type	Date	Num	Name	Memo	Amount	Balance	
11100 - Mountain West Checking						207,925.15	
Bill Pmt -Check	08/02/2021	ACH	CenturyLink	208-726-1690 623B	-51.06	207,874.09	
Bill Pmt -Check	08/02/2021	ACH	Cox Communications	Acct #0012401205184001	-261.80	207,612.29	
Bill Pmt -Check	08/02/2021	ACH	Idaho Power Acct#2207725231		-388.59	207,223.70	
Bill Pmt -Check	08/02/2021	ACH	Idaho Power Acct#2221850114		-283.41	206,940.29	
Bill Pmt -Check	08/02/2021	ACH	Intermtn Gas #450 916 6521 1	Acct # 45091665211	-25.33	206,914.96	
Bill Pmt -Check	08/02/2021	10543	B&W Wrecker Service	Bus Tow to Boise- DEQ Funding	-3,840.00	203,074.96	
Bill Pmt -Check	08/02/2021	10544	Cintas		-123.11	202,951.85	
Bill Pmt -Check	08/02/2021	10545	Clear Mind Graphics, Inc		-270.00	202,681.85	
Bill Pmt -Check	08/02/2021	10546	Clearwater Landscaping		-65.00	202,616.85	
Bill Pmt -Check	08/02/2021	10547	Creative Bus Sales, Inc.		-371.77	202,245.08	
Bill Pmt -Check	08/02/2021	10548	Gillig, LLC	36869601	-1,590.47	200,654.61	
Bill Pmt -Check	08/02/2021	10549	Integrated Technologies		-98.31	200,556.30	
Bill Pmt -Check	08/02/2021	10550	L.L. Green's Hardware	422	-148.73	200,407.57	
Bill Pmt -Check	08/02/2021	10551	Les Schwab	117-00888	-73.98	200,333.59	
Bill Pmt -Check	08/02/2021	10552	Matco Tools		-97.35	200,236.24	
Bill Pmt -Check	08/02/2021	10553	Napa Auto Parts	3752	-1,657.98	198,578.26	
Bill Pmt -Check	08/02/2021	10554	Northern Tool & Equipment		-784.90	197,793.36	
Bill Pmt -Check	08/02/2021	10555	Rush Truck Centers	R567941	-920.08	196,873.28	
Bill Pmt -Check	08/02/2021	10556	The Aftermarket Parts Company, ...		-371.21	196,502.07	
Bill Pmt -Check	08/02/2021	10557	The Sherwin-Williams Co		-249.21	196,252.86	
Liability Check	08/02/2021	E-pay	United States Treasury	82-0382250 QB Tracking # -53179338	-14,831.76	181,421.10	
Deposit	08/02/2021			Deposit	40,131.96	221,553.06	
Bill Pmt -Check	08/02/2021	ACH	Idaho Power #2207743978		-25.31	221,527.75	
Liability Check	08/04/2021		QuickBooks Payroll Service	Created by Payroll Service on 08/02/2021	-45,491.72	176,036.03	
Liability Check	08/04/2021	ACH	Idaho State Tax Commission	000186434	-4,452.00	171,584.03	
Deposit	08/04/2021			Deposit	4,358.00	175,942.03	
Paycheck	08/05/2021	DD	Aguilar, Hortencia	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Buell, Joshua	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Canfield, James	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Cosio-Tamayo, Jeronimo	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Escarcega Romero, Cristian	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Escarcega, Andres Fernando	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Garcia-Izarraras, Gerardo	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Hoechtl, Gerhard	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Humbach, Eric	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Jensen, Megan	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Kelbert, Ashley	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Kelly, David W	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Knudson, Michael W	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Leon, Teofilo O	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	MacPherson, Kim	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Morgus, Wallace	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Nestor, Robert A	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Obland, Bryan	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Osborn, Cecelia	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Parker, Michael J	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Romanchuk, Ryan	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Romero-Campos, Raul	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Russell, Tiffany	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Schultz, Margaret	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Spalding, Richard L	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Sproule, William	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Tellez, Carlos	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Uberuaga, Richard S	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Van Law, Tucker G	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Varner, Benjamin N	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Victorino, Jose L	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Walsh, Murray S.	Direct Deposit	0.00	175,942.03	
Paycheck	08/05/2021	DD	Ward, Douglas B	Direct Deposit	0.00	175,942.03	
Liability Check	08/05/2021	10558	Idaho Child Support Receipting	326231	-200.76	175,741.27	
Bill Pmt -Check	08/09/2021	10559	AC Houston Lumber Company	16203-1	-26.68	175,714.59	
Bill Pmt -Check	08/09/2021	10560	Aramark	VOID:	0.00	175,714.59	
Bill Pmt -Check	08/09/2021	10561	BengalWorks, LLC		-459.77	175,254.82	
Bill Pmt -Check	08/09/2021	10562	City of Bellevue'	RIDES1- 121 Clover St	-119.56	175,135.26	
Bill Pmt -Check	08/09/2021	10563	City of Ketchum		-386.03	174,749.23	
Bill Pmt -Check	08/09/2021	10564	Clear Creek Disposal	1327	-98.08	174,651.15	
Bill Pmt -Check	08/09/2021	10565	Copy & Print		-42.99	174,608.16	
Bill Pmt -Check	08/09/2021	10566	GEM State Paper & Supply Co.	105020	-193.27	174,414.89	
Bill Pmt -Check	08/09/2021	10567	United Oil	38068	-14,781.11	159,633.78	
Check	08/09/2021	10560	Void	VOID:	0.00	159,633.78	
Bill Pmt -Check	08/09/2021	10568	Aramark		-514.46	159,119.32	
Bill Pmt -Check	08/09/2021	10569	Gem State Welders Supply Inc	MOUNTB 0	-8.06	159,111.26	
Bill Pmt -Check	08/09/2021	10570	Idaho Lumber & ACE Hardware		-37.99	159,073.27	
Bill Pmt -Check	08/09/2021	10571	RouteMatch Software, Inc		-1,609.71	157,463.56	
Bill Pmt -Check	08/09/2021	10572	Verizon Connect Nwf, Inc.		-208.45	157,255.11	
Bill Pmt -Check	08/09/2021	10573	White Cloud Communications Inc.		-384.00	156,871.11	
Bill Pmt -Check	08/09/2021	10574	CTAA	Member #2123618	Annual Membership Dues	-1,375.00	155,496.11
Bill Pmt -Check	08/09/2021	10575	Thornton Heating & Sheet Metal L...		-395.00	155,101.11	
Deposit	08/09/2021			Deposit	2,790.00	157,891.11	
Deposit	08/11/2021			Deposit	20,000.00	177,891.11	
Deposit	08/11/2021			Deposit	136,316.00	314,207.11	
Liability Check	08/16/2021	E-pay	United States Treasury	82-0382250 QB Tracking # -262206142	-15,004.16	299,202.95	
Bill Pmt -Check	08/16/2021	10577	Business As Usual		-104.95	299,098.00	
Bill Pmt -Check	08/16/2021	10578	Certified Folder Display Service, Inc	14-0086946	-76.00	299,022.00	
Bill Pmt -Check	08/16/2021	10579	Frankie Ferrer		-330.75	298,691.25	
Bill Pmt -Check	08/16/2021	10580	Gillig, LLC	36869601	-3,208.61	295,482.64	
Bill Pmt -Check	08/16/2021	10581	Gravis Law, PLLC		-200.00	295,282.64	
Bill Pmt -Check	08/16/2021	10582	River Run Auto Parts, Inc.	7025	-10.49	295,272.15	
Bill Pmt -Check	08/16/2021	10583	Rush Truck Centers	R567941	-1,044.52	294,227.63	
Bill Pmt -Check	08/16/2021	10584	St Luke's Clinic - Hailey	940000328	-148.00	294,079.63	
Bill Pmt -Check	08/16/2021	10585	State Insurance Fund	Policy # 495600	Workers Comp	-9,152.00	284,927.63
Deposit	08/16/2021			Deposit	81,891.00	366,818.63	

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Accrual Basis

MRTA - Operations Main Checks Issued

As of August 31, 2021

Type	Date	Num	Name	Memo	Amount	Balance
Bill Pmt -Check	08/18/2021	ACH	Intermtn Gas Co #826 580 3000 0	#826 580 3000 0	-14.23	366,804.40
Liability Check	08/18/2021		QuickBooks Payroll Service	Created by Payroll Service on 08/16/2021	-46,451.78	320,352.62
Bill Pmt -Check	08/18/2021	ACH	Idaho Power Acct#2204788885	Acct #2204788885	-313.09	320,039.53
Bill Pmt -Check	08/18/2021	ACH	Verizon Wireless	942013229	-59.63	319,979.90
Bill Pmt -Check	08/18/2021	ACH	Idaho Power #2207743978		-949.52	319,030.38
Bill Pmt -Check	08/18/2021	10586	Wells Fargo	4856200370127790	See Wells Fargo Statement -3,679.57	315,350.81
Paycheck	08/19/2021	DD	Aguilar, Hortencia	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Buell, Joshua	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Canfield, James	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Cosio-Tamayo, Jeronimo	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Escarcega Romero, Cristian	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Escarcega, Andres Fernando	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Garcia-Izarraras, Gerardo	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Hoechtl, Gerhard	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Humbach, Eric	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Jensen, Megan	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Kelbert, Ashley	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Kelly, David W	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Knudson, Michael W	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Leon, Teofilo O	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	MacPherson, Kim	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Morgus, Wallace	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Nestor, Robert A	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Obland, Bryan	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Osborn, Cecelia	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Romanchuk, Ryan	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Romero-Campos, Raul	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Russell, Tiffany	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Schultz, Margaret	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Sproule, William	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Tellez, Carlos	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Uberuaga, Richard S	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Van Law, Tucker G	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Varner, Benjamin N	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Victorino, Jose L	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Walsh, Murray S	Direct Deposit	0.00	315,350.81
Paycheck	08/19/2021	DD	Ward, Douglas B	Direct Deposit	0.00	315,350.81
Liability Check	08/19/2021	10576	Idaho Child Support Receipting	326231	-200.76	315,150.05
Bill Pmt -Check	08/19/2021	ACH	American Funds	plan ID BRK100102	Retirement Contribution -36,840.13	278,309.92
Deposit	08/20/2021			Deposit	51,446.78	329,756.70
Bill Pmt -Check	08/23/2021	10587	AC Houston Lumber Company	16203-1	-53.87	329,702.83
Bill Pmt -Check	08/23/2021	10588	Express Publishing Inc.		-1,123.00	328,579.83
Bill Pmt -Check	08/23/2021	10589	GEM State Paper & Supply Co.	105020	-113.25	328,466.58
Bill Pmt -Check	08/23/2021	10590	Integrated Technologies		-39.23	328,427.35
Bill Pmt -Check	08/23/2021	10591	Jackson Group Peterbilt	3551	-100.00	328,327.35
Bill Pmt -Check	08/23/2021	10592	Ketchum Computers, Inc.		-232.50	328,094.85
Bill Pmt -Check	08/23/2021	10593	Superior Door Co.		-346.25	327,748.60
Bill Pmt -Check	08/23/2021	10594	United Oil	38068	-13,240.00	314,508.60
Bill Pmt -Check	08/23/2021	10595	Wienhoff Drug Testing		-810.00	313,698.60
Bill Pmt -Check	08/23/2021	10596	Gillig, LLC	36869601	-573.75	313,124.85
Bill Pmt -Check	08/23/2021	10597	United Oil	38068	-223.08	312,901.77
Deposit	08/25/2021			Deposit	9,018.50	321,920.27
Liability Check	08/27/2021	ACH	Aflac	DQR88	-275.64	321,644.63
Deposit	08/27/2021			Deposit	60.00	321,704.63
General Journal	08/30/2021	093134	III-A Trust	For CHK 10598 voided on 08/30/2021	-26,468.00	295,236.63
General Journal	08/30/2021	09313...	III-A Trust	Reverse of GJE 093134 -- For CHK 10598 voided ...	26,468.00	321,704.63
Bill Pmt -Check	08/30/2021	ACH	CenturyLink	208-726-1690 623B	-51.06	321,653.57
Bill Pmt -Check	08/30/2021	ACH	Cox Communications	Acct #0012401205184001	-261.80	321,391.77
Bill Pmt -Check	08/30/2021	ACH	Idaho Power Acct#2207725231		-844.71	320,547.06
Bill Pmt -Check	08/30/2021	ACH	Idaho Power Acct#2221850114		-292.78	320,254.28
Bill Pmt -Check	08/30/2021	ACH	Intermtn Gas #450 916 6521 1	Acct # 45091665211	-10.33	320,243.95
Bill Pmt -Check	08/30/2021	ACH	Intermtn Gas Co #826 580 3000 0	#826 580 3000 0	-17.00	320,226.95
Liability Check	08/30/2021	E-pay	United States Treasury	82-0382250 QB Tracking # 831313662	-14,283.06	305,943.89
Bill Pmt -Check	08/30/2021	10601	AC Houston Lumber Company	16203-1	-23.79	305,920.10
Bill Pmt -Check	08/30/2021	10602	Buck's Bags Inc		Masks -1,272.00	304,648.10
Bill Pmt -Check	08/30/2021	10603	Cintas		-95.87	304,552.23
Bill Pmt -Check	08/30/2021	10604	City of Bellevue'	RIDES1- 121 Clover St	-119.56	304,432.67
Bill Pmt -Check	08/30/2021	10605	Cummins Rocky Mountain LLC		-2,318.48	302,114.19
Bill Pmt -Check	08/30/2021	10606	GEM State Paper & Supply Co.	105020	-94.85	302,019.34
Bill Pmt -Check	08/30/2021	10607	Gillig, LLC	36869601	-325.56	301,693.78
Bill Pmt -Check	08/30/2021	10608	Lawson Products, Inc.	Acc# 10140112	-115.70	301,578.08
Bill Pmt -Check	08/30/2021	10609	Platt Electric Supply		-81.91	301,496.17
Bill Pmt -Check	08/30/2021	10610	Sentinel Fire & Security		-537.40	300,958.77
Bill Pmt -Check	08/30/2021	10611	The Aftermarket Parts Company, ...		-49.44	300,909.33
Bill Pmt -Check	08/30/2021	10612	Window Welder LLC		-460.95	300,448.38
Check	08/31/2021	10532	III-A Trust	Billing Period 08/01/2021 - 08/31/2021	-26,468.00	273,980.38
Deposit	08/31/2021			Interest	2.32	273,982.70
Liability Check	08/31/2021	Transfer	III-A Trust		0.00	273,982.70
Total 11100 · Mountain West Checking					66,057.55	273,982.70
TOTAL					66,057.55	273,982.70

**WELLS
FARGO****Rate Information**

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	14.240%	.03901%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	23.990%	.06572%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Summary of Sub Account Usage

Name	Sub Account Number Ending In	Monthly Spending Cap	Spend This Period
KIMBERLY MACPHERSON	5013	7,500	\$3,693.64

Transaction Details

The transactions detailed on this Consolidated Billing Control Account Statement contain transactions made directly to this Control Account plus all transactions made on Sub Accounts. If there were no transactions made by a Sub Account that Sub Account will not appear.

Trans	Post	Reference Number	Description	Credits	Charges
07/20	07/20	F59210069000AF201	*FINANCE CHARGE* CASH ADVANCE REFUND	14.07	
07/26	07/26	74856206F36HH4NP1	BRANCH PAYMENT - CHECK WEST DES MOIN	1,503.07	
			TOTAL 4856200370127790 \$1,517.14-		

Transaction Summary For **KIMBERLY MACPHERSON**
Sub Account Number Ending In **5013**

07/02	07/03	24692165R2X5V8NJS	AMZN Mktp US*297D64F82 Amzn.com/bill WA
07/04	07/04	24692165T2XFGZNSW	8X8, INC. 888-898-8733 CA
07/10	07/10	24204295Z005ABJP4	FACEBK CRNRA6PLX2 650-5434800 CA
07/10	07/10	24427335ZLYRAERH0	SAWTOOTH MARKET INC SHOSHONE ID
07/11	07/11	2443106612DL6BWZ4	AMAZON.COM*2E6560N51 AMZN AMZN.COM/BILL WA
07/13	07/13	24943016309FTD7NM	THE HOME DEPOT #1805 TWIN FALLS ID
07/14	07/14	244309963BM926XEQ	MSFT * E0200F233K 800-642-7676 WA
07/16	07/16	242316866RBGJ6E6B	ALBERTSONS #0130 HAILEY ID
07/18	07/18	249430067LQMHWDYM	ADOBE ACROBAT STD 408-536-6000 CA
07/19	07/19	2490641683MH70ER9	Dropbox*521DVKQSGZBV db.tt/cchelp DE
07/20	07/20	24692165A2XTM1HFD	AMZN Mktp US*2E3XD6E32 Amzn.com/bill WA
07/21	07/21	24137466B019K316N	USPS PO 1547750340 KETCHUM ID
07/21	07/21	24943006ALQMRXZYR	ADOBE CREATIVE CLOUD 800-443-8158 CA
07/21	07/21	24943006ALQMT2BXD	ADOBE ACROPRO SUBS 800-443-8158 CA
07/22	07/22	24430996B2DKL8204	DMI* DELL SM BUS 800-456-3355 TX
07/23	07/23	24906416Q3MRAK70S	EIG*Hostgator.com 713-5745287 MA
07/24	07/24	24430996D2DKBPK4M	DMI* DELL SM BUS 800-456-3355 TX
07/30	07/30	24692165K2X706MZP	WWW COSTCO COM 800-955-2292 WA
08/01	08/01	24011345M001790X9	YELPING*855 380 9357 WWW.YELP.COM CA

TOTAL \$3,693.64**KIMBERLY MACPHERSON / Sub Acct Ending in 5013**

Supplies 106.63
 SRTS 280.43
 Job fair 15.87
 Coffee machine 13.74
 Grill for staff events 52.86
 employee party 329.60
 Annual subscription 57.75
 Seat cushion 45.18
 14.99
 1,344.00
 31.79
 7.95
 34.99
 50.97
 Computer supplies 24.93
 website 358.20
 monitors 564.94
 coffee/paper/boards 213.97
 Adv 144.85

Wells Fargo News**Take advantage of the features that come with Online Banking:**

Messages and alerts. Stay informed about your account with updates sent to your email or mobile phone.



Planning & Marketing Committee

Regular Monthly Meeting

Wednesday, October 6, 2021, 11:30am

MINUTES

In attendance: Melody Mattson, Kristin Derrig, Peter Hendricks, Juan Martinez, Wally Morgus, Kim MacPherson, Tucker Van Law, Jamie Canfield, Ben Varner and Cece Osborn

- 1) Call to Order
- 2) Comments from the Chair and Members
 - a) There were none.
- 3) Review: Passenger Wi-Fi and Content Policy
 - a) Ben Varner presented the Wi-Fi and Content Policy. The group decided to bring this to the consent agenda to be received and filed by the board.
- 4) Review: Purchase of 7 Heavy Duty Battery Electric Buses
 - a) Wally Morgus presented the Purchase of 7 Heavy Duty Battery Electric Buses. This will be added as an action item, supported by additional information, at the October board meeting.
- 5) Discuss: Other items that may come before the Committee
 - a) Juan Martinez brought up the idea to have a 2nd representative for the City of Hailey. The group decided to take this to the October board meeting for a discussion with the full board regarding adding additional board members.
 - b) The group decided to have an in person meeting for the October board meeting.
- 6) Adjourn



Finance & Performance Committee

Regular Monthly Meeting

Wednesday, October 6, 2021, 12:30pm

Minutes

Present: Kathleen Kristenson, Rick Webking, Tom Blanchard, Neil Bradshaw, Wally Morgus, Ben Varner, Kim MacPherson, and Tucker Van Law

- 1) Call to Order
- 2) Comments from the Chair and Member
 - a) Wally Morgus informed the committee a discussion with the full board regarding adding additional board members will take place at the October's board meeting.
- 3) Review: August 2021 Operating Financial Statements and Bills Paid.
 - a) The group went over the financials and bills paid with Tucker Van Law to answer questions. Rick Webking made a motion to add this to the consent agenda to be received and filed by the board and Tom Blanchard seconded. All members approved.
- 4) Review: Banking Resolution
 - a) Tucker Van Law presented the Banking Resolution and informed the committee the only change from the previous resolution is job titles. Rick Webking made a motion to add this to the consent agenda to be received and filed by the board and Tom Blanchard seconded. All members approved.
- 5) Review: Passenger WiFi and Content Policy
 - a) Ben Varner presented the WiFi and Content Policy. Tom Blanchard made a motion to add this to the consent agenda to be received and filed by the board and Rick Webking seconded. All members approved.
- 6) Review: Van Purchase RFP for four vans.
 - a) Ben Varner presented the Van Purchase RFP. Rick Webking made a motion to add this to the consent agenda to be received and filed by the board and Tom Blanchard seconded. All members approved.
- 7) Review: Purchase of 7 Heavy Duty Battery Electric Buses

- a) Wally Morgus presented the Purchase of 7 Heavy Duty Battery Electric Buses. Rick Webking requested additional information for the purchase. Tom Blanchard made a motion to add this as an action item, supported by additional information, at the October board meeting. Neil Bradshaw seconded and all members approved.
- 8) Discuss: Other items that may come before the Committee
 - a) There were none.
- 9) Adjourn

Mountain Rides Staff Report

Date:

10/20/21

Staff Member:

Kim MacPherson

Department:

Transit Operations and Outreach

Department Highlights
from
the Previous Month:

Mountain Rides was featured several times in the Idaho Mountain Express this last month.
We were also featured on the Hispanic radio station.
ITD started running their ad campaign in the local newspapers as well about bringing riders back to transit. ITD has started this campaign with all transit agencies in Idaho.

Progress
on projects/initiatives:

Mountain Rides will be featured in the next issue of the St. Luke's Hospital newsletter as a community partner.

The bus schedule for winter/spring is in production.

Working with Ben getting Transloc going. We are looking at mid-November for implementation.

All the Electric buses now have been wrapped with local advertising.

Challenges/
Opportunities:

Mountain Rides Staff Report

<u>Date:</u>	<div>10/20/2021</div>
<u>Staff Member:</u>	<div>Tucker Van Law</div>
<u>Department:</u>	<div>Finance and Administration</div>
<u>Department Highlights from the Previous Month:</u>	<div>FY2021 has ended and barring something unexpected we will easily come under total budgeted expenses by +300k. Excess operating funds can be used for future capital purchases.</div>
<u>Progress on projects/initiatives:</u>	<div>Beginning prep work for our fiscal year 2021 audit. No problems expected. Workman and Company, CPA, will be present for Mountain Rides's November Finance and Performance Committee for any questions before the audit begins.</div>
<u>Challenges/ Opportunities:</u>	<div></div>

Mountain Rides Staff Report

Date: 10/20/2021

Staff Member: Ben Varner

Department: Assets and Planning

Department Highlights from the Previous Month:

The Maintenance Team did a fantastic job covering Carlos's two-week vacation this past month. Carlos has built an incredible group that supports all of our riders and our Operations Team with a great attitude and work ethic.

Progress on projects/initiatives:

Worked with local architect to put building estimates together to support the 5339 Grant Package the Executive Director is putting together.

New Flyer and ABB are in town this week to continue to fine-tune both the EBuses and charging systems.

TransLoc is on site the week of Oct. 25 to do the hardware installs on our technology project. Training with drivers will occur over the next two weeks and the public facing side of the new technology (App/website) should be live in mid-November.

Challenges/ Opportunities:

I have been continuing to work with the wrecking yard that is helping us with the DEQ Grant Buses. They are incredibly short-staffed which has delayed our reimbursement package/request with DEQ. We are all hoping to have this closed out very soon.

Mountain Rides Staff Report

Date: 10/20/2021

Staff Member: Jamie Canfield

Department: Operations

Department Highlights from the Previous Month:

A relatively quiet month. People are following the mask mandate, with only a few incidents regarding compliance.

Progress on projects/initiatives:

Hiring new drivers has turned out to be harder than expected, with applicants taking the job then A) disappearing off the map B) deciding to take other jobs or C) taking higher paying jobs. We have two new drivers starting training this week. We will continue advertising the job to see if we can get a couple new prospects before the winter season/routes start.

Challenges/ Opportunities:

Hiring is a problem. We should have enough drivers who are returning that will make it easier, but we could use another couple of new drivers to make sure that we have back-ups.

Mountain Rides Staff Report

Date:

10/20/21

Staff Member:

Cece Osborn

Department:

Mobility Programs & Resilience

Department Highlights
from
the Previous Month:

Back at work!

Secured a \$15,000 grant from the Spur Fdn's Marilyn Rivera Fund to purchase a cargo trailer for the Safe Routes bike program.

Progress
on projects/initiatives:

Establishing Mobility Planning and Resilience/Sustainability goals and workload parameters with Ben and Wally.

Identified 2 funding opportunities to pursue mobility goals.

Scheduled Halloween themed bike events for Safe Routes, with after-school programs and libraries.

Submitted an application to the Limelight Ketchum Community Fund to produce Safe Routes walking and biking maps-- \$5,000 request.

Challenges/
Opportunities:

Stay tuned for more information about the mobility programs funding opportunities.

Mountain Rides Staff Report

Date: Oct 20, 2021

Staff Member: Wally Morgus, Executive Director

Department: Executive Director / Administration

Department Highlights from the Previous Month:

- 1) JPA FY22 funding agreements -- Sun Valley, Ketchum, Hailey, Bellevue -- fully executed and in-force, effective 10/1/21.
- 2) FY22 funding agreement with Blaine County remains a work-in-process, as County is investigating its options for re-drafting the agreement to accommodate its use of ARPA funds to underwrite some percentage of its FY22 funding of Mountain Rides. No date certain for County's resolution of its (internal) machinations and subsequent issuance of executed FY22 funding agreement.
- 3) Submitted grant application for 5311 Operating Funds for FY23 + FY24 to ITD-PT, Oct 8, 2021; total funding request for the two-year period: \$5,294,600.
- 4) Anticipate submitting grant application for 5339 Capital Funds to underwrite construction of new Bellevue building to ITD-PT on or before Oct 22, 2021. (Application is currently a work-in-process.) Total grant funding request: \$1,164,000 (80% of Total Project cost).

Progress on projects/initiatives:

As of August 9, all four (4) BEBs from New Flyer are in-service on the Valley Route, making Mountain Rides the first agency in Idaho to put/have BEBs in-service. Testing, training, and acclimation ongoing. A few, non-disruptive hardware/software issues persist, specifically with one ABB charger in the Ketchum facility and on-board programming (software) of BEBs to enable sequential charging of the fleet. Expecting said issues to be remedied by end-October (delayed from original expected date of mid-September).

Final work and documentation re: destruction of four (4) diesel buses by TNT Auto Salvage, Boise, which was expected to be completed by ~September 17, has been delayed, with no date certain for completion of work by TNT; however, expectations are that said work will be completed by end of October, at which time documentation will be forwarded to ID-DEQ, triggering award of grant funds (~\$1.65M) that will be used to make final (past due) payment on final two new BEBs received this summer (2021).

Community partners (non-JPAs, e.g., SVCo, BCRD, BCSD) returned to pre-pandemic funding levels for FY22. (Agreement with SVCo remains pending; expect executed agreement in-hand by end of October.)

Challenges/ Opportunities:

Fleet electrification.

Technology upgrades (CAD/AVL/ITS).

Sustainable, consistent long-term funding.

Staffing & wages against the backdrop of a "seller's market" for labor.

Mobility options for underserved neighborhoods (in the cities and county).

Re-establishing pre-pandemic funding levels from non-JPA community funding partners.

Funding for design and construction of expanded/upgraded Bellevue facility.

Long-term capital investment plan, including underwriting thereof.



Resolution 2021.20.10

Approving Signatories to the Mountain West Bank Accounts

WHEREAS, Mountain Rides Transportation Authority ("MRTA") retains Mountain West Bank ("MWB") as provider of banking services:

NOW THEREFORE, The Board of Directors of MRTA finds and resolves that:

1. Persons holding the following positions at MRTA shall be Signatories on bank accounts with MWB:
 - Chair of the Board of Directors
 - Chair of the Finance & Performance Committee
 - Executive Director
 - Director, Transit Operations
 - Director, Assets & Planning

2. Separately, all Members of the Board of Directors of MRTA and MRTA's Director of Finance & Administration have authority to access MRTA's banking information but, unless designated above, have no signing authority on MRTA's bank accounts.

RESOLUTION APPROVED AND ADOPTED THIS 20th DAY OF October 2021.

MOUNTAIN RIDES TRANSPORTATION AUTHORITY

Chair, Board of Directors (print name)

Vice Chair, Board of Directors (print name)

Mountain Rides Consent Agenda Item Summary

Date:

10/20/2021

From:

Ben Varner

Consent Item:

4.h Approve WiFi Terms of Use Policy

Committee Review:

☒ yes
☐ no

Committee
Purview:

Both Committees

Fiscal Impact:

Monthly WiFi connectivity fees

Related Policy or
Procedural Impact:

New Board-Adopted Policy

Background:

In May 2020, with the order of the first 4 Battery-Electric Buses, WiFi was added as a passenger amenity. As we move towards launching passenger WiFi, it was recommended that MRTA adopt and have WiFi users accept a WiFi content policy. Users of the WiFi system will need to accept the policy and it will be available for viewing as they log into the WiFi system. Policy will be available in English and Spanish. Monthly connectivity charges are \$60 per bus and Mountain Rides has a Verizon Idaho Government Agency "unlimited usage" account. Ketchum Computers, MRTA IT contractor, will set the system up. Both Board Committees reviewed this item and recommended it be added to this month's consent agenda.

WiFi - Terms of Use

Mountain Rides' wireless network connection is a free service for use by customers of Mountain Rides. By using this service, you agree to be bound by the following terms of use.

- 1) This service is provided for lawful, personal use only. You may not use it for any other reason or resell any aspect of this service. You must not use this service to transmit any material or perform any other action which would be in violation of any applicable law or regulation or the rights of any third party. Any use not authorized above is strictly prohibited.
- 2) Mountain Rides shall have the right, but not the duty, to monitor, intercept, and disclose any transmissions over or using this service, and to provide user information, use records, and other related information to appropriate authorities under certain circumstances (for example, in response to lawful process, orders, subpoenas, or warrants, or to protect the interests of Mountain Rides).
- 3) There are certain privacy and security risks inherent in the use of an open wireless network. You acknowledge that, by use of this service, your device could be exposed to viruses or other harmful applications and that your device or files could be accessed or monitored by third parties. You acknowledge that you are solely responsible for providing security measures that are suited to your intended use of the service. Mountain Rides does not guarantee the security of this service or the privacy of any data.
- 4) Mountain Rides may implement content filtering services which block access to certain websites or content through the service ("Content Filtering"). Mountain Rides is not liable to you for any acts, omissions, performance or non-performance, related to the Content Filtering. Examples of content that Content Filtering may block, includes, without limitation, content that:
 - a) Could cause Mountain Rides to be in breach of any federal or state law, rule, regulation, code or instrument which governs its conduct or to incur a liability to any third person or entity;
 - b) Could interfere with the integrity and/or performance of the service or Mountain Rides' other networks or equipment;
 - c) Depicts, alludes to or promotes offensive or illegal behavior;
 - d) Is patently offensive or promotes racism, sexism, bigotry, hatred or physical harm of any kind against any group or individual;
 - e) Harasses or advocates harassment of another person;
 - f) Exploits people in a sexual or violent manner;
 - g) Contains nudity, violence, or offensive subject matter or which may contain links to adult websites;

- h) Promotes conduct that is abusive, threatening, obscene, defamatory or libelous;
 - i) Promotes an illegal or unauthorized copy of another person's copyrighted work (including but not limited to file sharing applications, or any other Bit-Torrent or peer-to-peer applications);
 - j) Involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging or "spamming";
 - k) Furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
 - l) Contains any viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority, or expropriate any system, data or personal information;
 - m) Uses sexually suggestive imagery or any other inappropriate, misleading or deceptive content;
 - n) Streaming services and other applications or websites that require significant streaming of data; and
 - o) High bandwidth operations, such as large file transfers, application installs or operating system updates and patches.
- 5) Mountain Rides does not make any warranties or guarantees regarding this service or any content or information accessed by use of this service. **THIS SERVICE IS PROVIDED ON AN "AS IS" BASIS, AND YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. MOUNTAIN RIDES HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. MOUNTAIN RIDES DOES NOT WARRANT THAT THE SERVICE WILL PERFORM AT A PARTICULAR SPEED OR THAT IT WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.**
- 6) **Limitation of Liability.** You acknowledge and agree that MOUNTAIN RIDES SHALL NOT BE LIABLE FOR ANY CLAIM ARISING OUT OF, RELATED TO, OR IN ANY WAY INVOLVING USE OF THIS SERVICE, unless the claim directly results from an intentional, willful, or wanton act by Mountain Rides. **ANY AND ALL LIABILITY FOR NEGLIGENCE IN PROVIDING OR SECURING THIS SERVICE IS EXPRESSLY PRECLUDED. MOUNTAIN RIDES SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR SPECIAL DAMAGES, OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT ARISE OUT OF, RELATE TO, OR IN ANY WAY INVOLVE USE OF THIS SERVICE.**

- 7) Indemnification. You agree to hold harmless and indemnify Mountain Rides from and against any third party claim arising from, related to, or in any way involving your use of this service, including any liability, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorney fees, of any kind or nature.

Mountain Rides Consent Agenda Item Summary

Date:

10/20/2021

From:

Ben Varner

Consent Item:

Item 4i. Approve Release of Van Purchase RFP

Committee Review:

☒ yes

☐ no

Committee Purview:

Both Committees

Fiscal Impact:

FY22 Capital Budget

Related Policy or Procedural Impact:

MRTA Procurement Policy, Idaho Code

Background:

MRTA has federal and local funding for and has budgeted for four commuter vans to be purchased in FY22. Per MRTA Procurement Policy, Idaho Code and FTA Guidance, and RFP has been prepared for this purchase and has been legal-reviewed. The RFP includes a purchase option for eight more vans past FY22, in line with current MRTA Capital Funding/Fleet replacement projections. Responses will be accepted and staff will make a recommendation to the Board at the November meeting to accept one RFP response and authorize staff to move forward with the budgeted van purchases. Both Board Committees reviewed this item and recommended it be added to this month's consent agenda.



Request for Proposals

Mountain Rides Transportation Authority
(MRTA)

RFP 2021 Commuter Vans

October 20, 2021

SECTION 1: NOTICE OF REQUEST FOR PROPOSALS

NOTIFICATION OF REQUEST FOR PROPOSALS

4 vanpool commuter vans with a 3-year option to purchase 8 additional vans

Mountain Rides Transportation Authority

Mountain Rides Transportation Authority (MRTA) will receive electronic proposals emailed to ben@mountainrides.org until 5 p.m., Local Time, November 11, 2021 for:

4 vanpool commuter vans with a 3-year option to purchase 8 additional vans at the same bid price.

Intended use is for MRTA's commuter van pool service. Vans must be built to perform in rigorous passenger use over long periods of time driving principally highway miles.

Specifications include all items listed in Section 6 Technical Specifications.

The successful bidder will be selected through an evaluation process that includes price, delivery time, transportation costs, serviceability, warranties and other maintenance related costs as outlined in Appendix B.

MRTA retains the right to reject any and all responses in the interest of MRTA. Each Response shall be on the form included in the RFP Section 8. Detailed specifications and proposal documents may be examined and obtained at MRTA offices, 800 First Ave North, Ketchum, Idaho 83340-3091. Copies of the Request for Proposals in PDF file format may be obtained by contacting Ben Varner, at 208-788-7433 x105. Printed copies of the Request for Proposals may be obtained upon similar request, at the cost of \$25 for reproduction and handling, plus any necessary postage. No return of reproduced documents is required, and no refund will be made.

Should any vendor have an objection or desire to submit equals/exceptions for approval to MRTA, this must be made known on the written form provided in the RFP document. Objections and/or request for equals/exceptions must be sent to ben@mountainrides.org for consideration no later than 5PM October 28, 2021.

The award of the purchase contract shall be subject to the financial assistance contract and all conditions and stipulations pertaining thereto between MRTA, Idaho Transportation Department, and/or the U.S. Department of Transportation (FTA).

Compliance with all FTA Certifications and Assurances found in the RFP document must be certified by signing and returning the appropriate forms in the RFP document.

All questions regarding this RFP prior to the opening of proposals shall be directed to Ben Varner, at 208-788-7433 x105.

**Request for Proposal
RFP 2021 Commuter Vans
October 20, 2021**

Proposals submitted shall be emailed to Ben Varner, ben@mountainrides.org, with “New Vanpool Van” indicated in the subject line of the email and with the response included as an attachment.

Published October 27 and November 3, 2021.

SECTION 2: INSTRUCTIONS TO PROPOSERS

Mountain Rides is stipulating the purchase of 4 vans. An option to purchase 8 additional vans, with similar specifications, within a 3-year time period under the same terms and conditions must be included in the RFP.

IP 1. Proposed Schedule for the Procurement

The following is the solicitation schedule for bidders:

- RFP release date October 20, 2021
- Written objections to specifications or bidding procedures: October 28, 2021
- Proposal Due Date: 5PM November 11, 2021
- Public opening of responses 5pm November 11, 2021
- Contract Award following November 17, 2021 Board of Directors meeting

IP 2. Obtaining Proposal Documents

Proposal documents may be obtained in person at 800 First Ave North Ketchum Idaho, 83340 or electronically at ben@mountainrides.org. Printed copies of the Request for Proposals will incur a cost of \$25 for reproduction and handling, plus any necessary postage. No return of reproduced documents is required, and no refund will be made.

IP 3. Questions, Clarifications and Omissions

All correspondence, communication and contact in regard to any aspect of this solicitation or offers shall be with the Contracting Officer, Ben Varner, or the alternate contact, Tucker Van Law, Director of Finance and Administration. Unless otherwise instructed by the Contracting Officer, bidders and their representatives shall not make any contact with or communicate with any member of the Agency, or its employees and consultants, other than the designated Contracting Officer or alternate, with regard to any aspect of this solicitation.

At any time during this procurement up to the time specified in “Proposed Schedule for the Procurement,” Bidders may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the RFP, or any addenda to the RFP. Requests may include suggested substitutes for specified items and for any brand names, which whenever used in this solicitation shall mean the brand name or approved equal. Such written requests shall be made to the Contracting Officer. The Bidder making the request shall be responsible for its proper delivery to the Agency as identified on the form Request for Pre-Offer Change or Approved Equal. Any request for a change to any requirement of the Contract documents must be fully supported with technical data, test results or other pertinent information showing evidence that the exception will result in a condition equal to or better than that required by the RFP, without a substantial increase in cost or time requirements.

All responses to Request for Pre-Offer Change or Approved Equal shall be provided to all bidders. Any response that is not confirmed by a written addendum shall not be official or binding on the Agency.

If it should appear to a prospective Bidder that the performance of the Work under the Contract, or any of the matters relating thereto, is not sufficiently described or explained in the RFP or Contract documents, or that any conflict or discrepancy exists between different parts of the Contract or with any federal, state, local or Agency law, ordinance, rule, regulation or other standard or requirement, then the bidder shall submit a written request for clarification to the Agency within the time period specified above.

IP 4. Addenda to RFP

The Agency reserves the right to amend the RFP at any time in accordance with “Proposed Schedule for the Procurement.” Any amendments to the RFP shall be described in written addenda. Notification of the addenda also will be distributed to all such prospective Bidders officially known to have received the RFP. Failure of any prospective bidder to receive the notification or addenda shall not relieve the Bidder from any obligation under the RFP therein. All addenda issued shall become part of the RFP. Prospective Bidders shall acknowledge the receipt of each individual addendum in their Proposals on the form Acknowledgement of Addenda. Failure to acknowledge in the Proposal receipt of addenda may at the Agency’s sole option disqualify the Proposal.

If the Agency determines that the addenda may require significant changes in the preparation of Proposals, the deadline for submitting the Proposals may be postponed no less than ten (10) days from the date of issuance of addenda or by the number of days that the Agency determines will allow Bidders sufficient time to revise their Proposals. Any new Due Date shall be included in the addenda.

IP 5. Conditions, Exceptions, Reservations or Understandings

Bidders are cautioned to limit exceptions, conditions and limitations to the provisions of this RFP, as they may be determined to be so fundamental as to cause rejection of the Proposal for not responding to the requirements of the RFP.

Any and all Deviations must be explicitly, fully and separately stated in the Proposal by completing Form for Proposal Deviation, setting forth at a minimum the specific reasons for each Deviation so that it can be fully considered and, if appropriate, evaluated by the Agency. All Deviations shall be evaluated in accordance with the appropriate evaluation criteria and procedures and may result in the Bidder receiving a less favorable evaluation than without the Deviation.

Form for Proposal Deviation shall be included in the Technical package.

In its discretion Mountain Rides may reject all bids presented and re-bid or, after finding it to be a fact, the Mountain Rides may pass a resolution declaring that the subject goods can be procured more economically on the open market.

IP 6. Protest Procedures

All protests must be in writing, stating the name and address of protestor, a contact person, RFP number and title. Protests shall specify in detail the grounds of the protest and the facts supporting the protest and be on the form attached as Appendix D.

IP 6.1 Address

All protests must be addressed as follows:

- Agency Contact: Ben Varner
- For special delivery or hand delivery: PROTEST RFP 2021 Commuter Vans, 800 First Ave North, Ketchum, Idaho, 83340
- For U.S. Mail: PROTEST RFP 2021 Commuter Vans, P.O. Box 3091, Ketchum, Idaho, 83340
- For email: ben@mountainrides.org with PROTEST RFP 2021 Commuter Vans in the subject line.

Protests not properly addressed to the address shown above may not be considered by the Agency.

Copies of the Agency's protest procedures and the protest provisions of FTA Circular 4220.1F or its successor may be obtained from Tucker Van Law, Business Manager, P.O. Box 3091, Ketchum, Idaho 83340. Proposals will be opened and a Notice of Award will be issued by the Agency in accordance with the Agency's protest procedures and the protest provisions of FTA Circular 4220.1F or its successor.

IP 6.2 Pre-Proposal Protests

Pre-Proposal protests are protests based upon the content of the solicitation documents. Copies of Pre-Proposal protests must be received by the Agency's office no later than October 28, 2021. Protests will be considered and either denied or sustained in part or in whole, in writing, in a manner that provides verification of receipt, by October 28, 2021. A written decision specifying the grounds for sustaining all or part of or denying the protest will be transmitted to the protestor by November 1, 2021 in a manner that provides verification of receipt. If the protest is sustained, the Proposal Due Date may be postponed and an addendum issued to the solicitation documents or, at the sole discretion of the Agency, the solicitation may be canceled. If the protest is denied, Proposals will be received and opened on the scheduled date unless a protest is filed with FTA. See "FTA Review," below.

IP 6.3 Protests of the Award

All bidders will be notified of the recommended award. This notice will be transmitted to each bidder via email at the email address contained in its Proposal, and will be in the form shown in CER 9.2 Notice of Award. Any Bidder whose Proposal has not lapsed may protest the recommended award on any ground not specified in "Pre-Proposal Protests," above. A full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest must be received by the Agency at the appropriate address in

“Address,” above, no later than seven (7) calendar days after the date of Notice of Award. Should no protest be received within this time, the award will be final.

IP 6.4 FTA Review

After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration of the U.S. Department of Transportation pursuant to the procedures provided in the FTA C 4220.1F or its successor. FTA review is limited to the alleged failure of the Agency to have written protest procedures, the alleged failure of the Agency to follow those procedures, the alleged failure of the Agency to review a protest or the alleged violation of federal law or regulation.

IP 7. Preparation of Proposals

IP 7.1 Use of Proposal Forms

Bidders are advised that the forms contained in this RFP are required to be used for submission of a Proposal.

IP 7.2 Proposal Format Requirements

Proposals shall be submitted on the RFP Form attached in Section 8, Exhibit A.

IP 7.3 Agency Treatment of Proprietary/Confidential Information

Upon a request for records from a third party regarding this Proposal, the Agency will notify the Bidder in writing. The Bidder must respond within 5 business days with the identification of any and all “proprietary, trade secret, or confidential commercial or financial” information. Failure to respond within the allowed period shall be deemed an approval to release. The bidder shall indemnify the Agency’s defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

IP 7.4 Signing of Proposal Forms

Proposals shall include firm name; business address; and the name, title and contact information of the responsible individual who may be contacted for receiving notices from the Agency and during the Proposal evaluation period. Proposals shall be signed by those individual(s) authorized to bind the bidder. The bidder shall submit evidence of the official’s authority to act for and bind the Bidder in all matters relating to the Proposal.

A modification of a Proposal already received will be accepted by the Agency only if the modification is received prior to the Proposal Due Date or is specifically requested by the Agency. All modifications shall be made in writing and executed and submitted in the same form and manner as the original Proposal.

A Bidder may withdraw a Proposal already received prior to the Proposal Due Date by submitting to the Agency, in the same manner as the original Proposal, a written request for withdrawal executed by the Bidder’s authorized representative. After the Proposal Due Date, a Proposal may be withdrawn only if the Agency fails to award the Contract within the Proposal validity period

prescribed in “Duration of the Validity of Proposals,” or any agreed-upon extension thereof. The withdrawal of a Proposal does not prejudice the right of a Bidder to submit another Proposal within the time set for receipt of Proposals.

IP 7.5 Cost of Proposal Development

This RFP does not commit the Agency to enter into a Contract, to pay any costs incurred in the preparation or presentation of a Proposal, nor to procure or contract for the equipment.

IP 8. Proposal Evaluation, Negotiation and Selection

Proposals will be evaluated, selected and any award made in accordance with the criteria and procedures described in FTA Circular 4220.1F, Sealed Bids (Formal Advertising). Subject to the Agency’s right to reject any or all Proposals, the Bidder whose Proposal is found to be most advantageous to the Agency will be selected, based upon consideration of the criteria of “Proposal Selection Process,” below.

IP 8.1 Confidentiality of Proposals

Proposals will be publicly opened.

IP 8.2 Duration of the Validity of Proposals

Proposals shall be valid for 30 days after the Proposal Due Date: November 11, 2021.

The Agency may request Bidders to extend this time by written agreement between the Agency and the Bidder(s) concerned.

IP 8.3 Evaluation Committee

An Evaluation Committee, which will be comprised of the Executive Director, Director, Finance and Administration, and Director, Assets and Planning of the Agency, will be established. MRTA reserves the right to substitute or add additional members to the Evaluation Committee as it sees fit. The Evaluation Committee will carry out the detailed evaluations and the selection of the Bidder, if any, that may be awarded the Contract. The Evaluation Committee will report its recommendations and findings to the MRTA Board of Directors, who will be responsible for awarding the Contract.

IP 8.4 Proposal Selection Process

Proposals will be evaluated and a selection made for a potential award based on low price and other cost and delivery considerations outlined in Appendix B. Federal transit law at 49 U.S.C. Section 5325(c) authorizes Mountain Rides to award a contract to other than the lowest bidder if the award furthers an objective consistent with the purposes of 49 U.S.C. Chapter 53, including improved long-term operating efficiency and lower long-term costs. Idaho law also authorizes Mountain Rides to award a contract to other than the lowest bidder under specified circumstances.

IP 8.5 Evaluation Procedures

Proposals will be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient and not considered. The Agency reserves the right to request that a Bidder provide any missing information and make corrections. Therefore, Bidders should pay close attention to and strictly follow all instructions. Submittal of a Proposal will signify that the Bidder has accepted the whole of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated on the forms and according to the instructions of Form for Proposal Deviation. The Agency will choose the Proposal that it finds to be most advantageous to the Agency, based upon the evaluation criteria.

IP 9. Response to Proposals

IP 9.1 Single Proposal Response

If only one Proposal is received in response to this RFP and it is found by the Agency to be acceptable, a price or cost analysis, or both, possibly including an audit, may be performed by or for the Agency. The Bidder has agreed to such analysis by submitting a Proposal in response to this RFP.

IP 9.2 Availability of Funds

This procurement is subject to the availability of funding. Funding is in place under an agreement with the Idaho Transportation Department (ITD). This funding is for the purpose of capital equipment for public transportation and may include federal funding through the Federal Transit Administration and administered by ITD. Should this funding disappear or be altered or reduced, MRTA reserves the right to reconsider or retract this RFP.

IP 9.3 Agency Rights

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

The Agency reserves the right to determine any specific Proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be nonresponsive. The Agency reserves the right to waive any Defects, or minor informalities or irregularities in any Proposal which do not materially affect the Proposal or prejudice other Bidders.

If there is any evidence indicating that two or more bidders are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the Proposals of all such Bidders shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by the Agency.

The Agency may reject a Proposal that includes unacceptable Deviations as provided in Form for Proposal Deviation.

IP 9.4 Execution of Contract

The acceptance of a Proposal for award, if made, shall be evidenced in writing by a Notice of Award of Contract delivered to the Proposer whose Proposal is accepted. Failure to fulfill any requirements within the specified time is cause for termination of the Contract under “Termination for Default” in Section 3.

IP 10. Conflicts of Interests and Gratuities

Bidders are prohibited from engaging in any practice that may be considered as a conflict of interests under existing Agency policies and/or state law, and to refrain from participating in any gifts, favors or other forms of compensation that may be viewed as a gratuity in accordance with existing policies and laws.

SECTION 3: GENERAL CONDITIONS

GC 1. Definitions

The following are definitions of special terms used in this document:

Agency: Mountain Rides Transportation Authority (MRTA)

Authorized Signer: The person who is executing this Contract on behalf of the Contractor and who is authorized to bind the Contractor.

Contract: The Proposal and its acceptance by the Agency as manifested by the Contract documents.

Contracting Officer: The person who is executing this Contract on behalf of the Agency and who has complete and final authority except as limited herein.

Contractor: The successful Bidder who is awarded a Contract for providing all equipment described in the Contract documents.

Days: Unless otherwise stated, “days” shall mean calendar days.

Defect: Patent or latent malfunction or failure in manufacture, installation or design of any component or subsystem.

Deviation: Variance from a requirement or specification that does not alter the basis of a contract or adversely affects its performance.

Due Date: The date and time by which Proposals must be received by the Agency as specified in “Section 1: Notice of Request for Proposals.”

Extended Warranty: A warranty available for purchase above the standard warranty.

Pass-Through Warranty: A warranty provided by the Contractor but administered directly with the component Supplier.

Proposal: A promise, if accepted, to deliver equipment and services according to the underlying solicitation of the Agency documented using the prescribed form in the solicitation, including any Proposal.

Bidder: A legal entity that makes a Proposal.

Related Defect: Damage inflicted on any component or subsystem as a direct result of a separate Defect.

Solicitation: Agency’s Request for Proposals.

Superior Warranty: A warranty still in effect after all contractually required warranties have expired. The remaining warranty is administered directly between the sub-Supplier and the Agency.

Work: Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies and facilities called for by the Contract and necessary to the completion thereof.

GC 1.1 Risk of Loss

The Agency shall assume risk of loss of the vehicles on delivery to 800 1st Ave. North Ketchum ID 83340. Prior to delivery, the Contractor shall have risk of loss, including any damages sustained during the delivery regardless of the status of title or payments.

GC 2. Title and Warranty of Title

Adequate documents for registering the vehicles in Idaho shall be provided to the Agency upon Delivery.

GC 3. Changes

GC 3.1 Contractor Changes

Any proposed change in this Contract shall be submitted to the Agency for its prior approval. Oral change orders are not permitted. No change in this Contract shall be made without the prior written approval of the Contracting Officer. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

GC 4. Legal Clauses

GC 4.1 Indemnification

GC 9.1.1 The Contractor shall, to the extent permitted by law: (1) protect, indemnify and save the Agency and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by the Agency and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of or resulting from the intentional misconduct or negligent acts, errors or omissions of the Contractor in the performance of the Contract, including intentional misconduct, negligent acts, errors or omissions of its officers, employees, servants, agents, Subcontractors and Suppliers; and (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the Agency and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of such claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The Agency shall not make any admission that might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The Agency shall at the request of the

Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The Agency shall have the right to be represented therein by advisory council of its own selection at its own expense.

GC 4.1.1. None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to “Liquidated Damages for Late Delivery of the Vehicles” for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

GC 4.1.2. The Agency reserves the right to rescind or shorten any extension previously granted, if subsequently the Agency determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the Agency will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

GC 4.1.3. No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with the Agency within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the Agency within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The Agency shall make its determination within thirty (30) calendar days after receipt of the application.

GC 4.2 Termination

GC 4.2.1. Termination for Convenience

The performance of Work under this Contract may be terminated by the Agency in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Agency. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the date upon which such termination becomes effective.

GC 4.2.2. Termination for Default

The Agency may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other material provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) business days, or such longer period as the Contracting Officer may authorize in writing, after receipt of notice from the Contracting Officer specifying such failure.

If the Contract is terminated in whole or in part for default, the Agency may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Agency for any excess costs for such similar supplies or

services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

The Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of a cause beyond the control and without the fault or negligence of the Contractor. Notwithstanding any other provision to the contrary herein, in the event of a delay in performance, a partial failure of performance, or a full failure of performance by the Contractor arising out of any cause whatsoever, the Agency may at its sole option (1) terminate and cancel the Contract or (2) postpone delivery and acceptance of any deliverables related to the Contract until Agency is subjectively satisfied that Contractor is able to perform the Contract as specified.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Agency.

GC 4.2.3. Termination by Either Party

Either party may terminate for failure of the other party to fulfill its obligations, as set forth within the Contract. Reasonable allowances will be made for circumstances beyond the control of the Contractor or the Agency. Written notice of the intent to terminate is required and shall specify the reasons supporting termination.

GC 4.3 Compliance with Laws and Regulations

Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the "Law"), including without limitation, FTA regulations, policies, procedures and directives, including those listed directly or by reference in the agreement between the Agency and FTA, ITD or other grantor that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

GC 4.4 Changes of Law

Changes of Law that become effective after the Proposal Due Date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Agency and the Contractor and the final Contract price will be adjusted upwards or downwards to reflect such changes in Law. Such price adjustment may be audited, where required.

GC 4.5 Governing Law and Choice of Forum

This Contract shall be governed by the laws of Idaho without regard to conflict of law rules. The Contractor consents to the jurisdiction of the identified State, County of Blaine.

GC 4.6 Disputes

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to this Contract that is not disposed of by agreement shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process, or mutually agreed to alternative dispute resolution process (which may include structured

negotiations, mediation or arbitration) or litigation. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's or Executive Director's decision, as the case may be.

1. **Notice of dispute.** All disputes shall be initiated through a written dispute notice submitted by either party to the other party within 10 (ten) calendar days of the determination of the dispute.
2. **Negotiation between contracting officers.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the people with direct responsibility for administration of this Contract. Any party may give the other party written notice of any dispute not resolved in the normal course of business as provided in (1) above. Within 14 (fourteen) calendar days after delivery of the dispute notice, the receiving party shall submit to the other party a written response. The dispute notice and written response shall include: (a) a statement of the party's position and a summary of the arguments supporting that position, (b) any evidence supporting the party's position and (c) the name of the executive who will represent that party and of any others who will accompany the executive in negotiations. Within 28 (twenty-eight) calendar days after delivery of the dispute notice, the Contracting Officer of both parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

If the matter has not been resolved by these people within 42 (forty-two) calendar days of the dispute notice, the **dispute** may be referred to more senior executives of both parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute.

3. **Executive Director's decision.** Should the dispute not be resolved by negotiation between Contracting Officers, as provided in (2) above, the Agency's Contracting Officer from (2) above shall submit a written request for decision to the Agency's Executive Director along with all documentation and minutes from the negotiations. The Executive Director shall issue a written decision within 14 (fourteen) days of receipt of a request.
 - A. For disputes involving \$50,000 or less, the decision of the Executive Director shall be administratively final and conclusive. For disputes involving \$50,000 or less, it is the intent of the parties that such administratively final and conclusive decision pursuant to either this paragraph or paragraph 4 shall only be overturned if determined by a court of competent jurisdiction to be fraudulent, arbitrary, capricious, unsupported by the evidence or so grossly erroneous as to imply bad faith. For disputes greater than \$50,000, the decision of the Executive Director shall be administratively final and conclusive unless, within thirty (30) days from the date of delivery of the written decision, the Contractor appeals the decision in writing to the Agency's Board of Directors, or designee, who shall render a written decision within fourteen (14) days of delivery of such written appeal. Such decision by the Board of Directors, or designee, shall be administratively final and conclusive.
 - B. Within thirty (30) days of the issuance of any administratively final and conclusive decision under this paragraph, the Contractor shall notify the Agency in writing of the Contractor's

agreement with the final decision. Failure to provide such written notice of agreement shall indicate an intent by the Contractor to litigate the claim.

- C. Any dispute that is not resolved by the parties through the operation of the provisions of this paragraph, or any mutually agreed-upon alternative disputes resolution process pursuant to paragraph 4 may be submitted to any court in Idaho.
 - D. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of its obligations under the Contract in accordance with the written directions of the Agency.
4. **Alternatives disputes resolution.** If agreed to by both parties, disputes may be resolved by a mutually agreed-to alternative dispute resolution process that may include structured negotiations different from (2) above, mediation or arbitration.
5. **Arbitration.** Disputes appealed to arbitration involving more than \$50,000 but less than \$250,000 shall be decided by a qualified and disinterested arbitrator, selected through the American Arbitration Association and mutually agreed to by both parties. The arbitrator shall conduct all proceedings in accordance with the rules of the American Arbitration Association, and shall consider the Contract, equity, the prevailing law and established commercial practices in rendering a decision.

Disputes appealed to arbitration involving \$250,000 or more shall be decided by three (3) qualified and disinterested arbitrators selected through the American Arbitration Association. One arbitrator shall be selected by each of the parties, and the two selected arbitrators shall select a third arbitrator within ten (10) calendar days of their selection. The arbitrators shall conduct all proceedings in accordance with the rules of the American Arbitration Association and shall consider the Contract, equity, the prevailing law and established commercial practice in rendering a decision.

The decision by the arbitrators shall be final and enforceable in any court having jurisdiction over the parties.

GC 4.7 Maintenance of Records; Access by Agency; Right to Audit Records

In accordance with 49 CFR § 18.36(i), 49 CFR § 19.48(d), and 49 USC § 5325(a), provided the Agency is the FTA recipient or a sub-grantee of the FTA recipient, the Contractor agrees to provide the Agency, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, Idaho or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts and transcriptions and (2) when conducting an audit and inspection.

- 1. In the event of a sole source Contract, single Proposal, single responsive Proposal, or competitive negotiated procurement, the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (if applicable) or the representatives thereof shall have the right to examine all books, records, documents and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of

commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.

2. For Contract modifications or change orders the Contracting Officer, the U.S. Department of Transportation, if applicable, or their representatives shall have the right to examine all books, records, documents and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the Contract modification or change order reveals inaccurate, incomplete or out-of-date data, the Contracting Officer may renegotiate the Contract modification or change order price adjustment, and the Agency shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data.

The requirements of this section are in addition to other audit, inspection and record-keeping provisions specified elsewhere in the Contract documents.

NOTE: FTA does not require contractors to flow down these requirements to Subcontractors.

GC 4.8 Confidential Information

Access to government records is governed by the Idaho state law. Except as otherwise required by the Idaho state law, the Agency will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted or disclosed during the Contract period. Any such proprietary information, trade secrets or confidential commercial and financial information that a Contractor believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

Upon a request for records from a third party regarding the Contract, the Agency will notify the Contractor in writing. The Contractor must respond within twenty (20) days with the identification of any and all “proprietary, trade secret or confidential commercial or financial” information, and the Contractor shall indemnify the Agency’s defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

The Agency shall employ sound business practices no less diligent than those used for the Agency's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the Idaho state law against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by the Agency in its sole discretion, bears appropriate notices relating to its confidential character.

During the performance of the Work under the Contract, it may be necessary for either party (the "Discloser") to make confidential information available to the other party (the "Recipient"). The Recipient agrees to use all such information solely for the performance of the Work under the Contract and to hold all such information in confidence and not to disclose same to any third party without the prior written consent of the Discloser. Likewise, the Recipient agrees that all information developed in connection with the Work under the Contract shall be used solely for the performance of the Work under the Contract, and shall be held in confidence and not disclosed to any third party without the prior written consent of the Discloser.

This Confidentiality section shall survive the termination or expiration of the Contract.

GC 4.9 Conflicts of Interest, Gratuities

No member, officer, or employee of the Agency or of a local public body during his or her tenure, or one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

GC 4.10 General Nondiscrimination Clause

In connection with the performance of Work provided for under this Contract, the Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of people in any manner prohibited by federal, state or local laws.

GC 4.11 Amendment and Waiver

GC 4.11.1. Amendment

Any modification or amendment of any provisions of any of the Contract documents shall be effective only if in writing, signed by authorized representatives of both the Agency and Contractor, and specifically referencing this Contract.

GC 4.11.2. Waiver

In the event that either party elects to waive its remedies for any breach by the other party of any covenant, term or condition of this Contract, such waiver shall not limit the waiving party's remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

GC 4.12 Remedies not Exclusive

The rights and remedies of the Agency provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

GC 4.13 Counterparts

This Contract may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

GC 4.14 Severability

Whenever possible, each provision of the Contract shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision, or part of any provision, should be prohibited or invalid under applicable law, such provision, or part of such provision, shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Contract.

GC 4.15 Third-Party Beneficiaries

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract.

GC 4.16 Assignment of Contract

Neither party will assign or subcontract its rights or obligations under the Contract without prior written permission of the other party, and no such assignment or subcontract will be effective until approved in writing by the other party. In the case of Assignment of Option to Purchase under this Contract, this approval shall not be withheld.

GC 4.17 Independent Parties

The Contractor is an independent contractor with respect to the performance of all Work hereunder, retaining control over the detail of its own operations, and the Contractor shall not be considered the agent, employee, partner, fiduciary or trustee of the Agency.

GC 4.18 Survival

The following sections shall survive the nominal expiration or discharge of other Contract obligations, and the Agency may obtain any remedy under law, Contract or equity to enforce the obligations of the Contractor that survive the manufacturing, warranty and final payment periods:

- “Intellectual Property Warranty”
- “Data Rights”
- “Indemnification”
- “Governing Law and Choice of Forum”
- “Disputes”
- “Confidential Information”
- “Parts Availability Guarantee”
- “Access to Records”
- “Training”

SECTION 4: SPECIAL PROVISIONS

SP 1. Options and Option Pricing

The Contractor hereby grants the Agency and any permissible assignee options (“Options”) to purchase Four (4) and up to eight (8) additional vehicles (“Option Vehicles”). The Options shall be valid for a period of three (3) years from the effective date of the Contract. There shall be no minimum order quantity for any permissible assignee. Subject to the Agency’s right to order modifications, the Option Vehicles shall have the same specifications as the vehicles purchased under this Contract. The Agency may exercise the Options by written notice to the Contractor (“Notice of Exercise of Option”) at any time on or before three (3) years following the effective date of the Contract (“Option Date”).

The price of each Option Vehicle shall be the total Bid Price Price of the one (1) vehicle bid per this Proposal, (“Base Order Price”) adjusted by multiplying the Base Order Price by the following fraction:

$$\frac{\text{Latest Published Preliminary Index Number Prior to Notice of Exercise of Option}}{\text{Index Number on Effective Date of the Contract}}$$

The Index shall be the Producer Price Index for Truck and Bus Bodies, Series No. 1413, published by the United States Department of Labor Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties.

Within thirty (30) days after delivery of the Notice of Exercise of Option to the Contractor, the Contractor shall submit a proposed delivery schedule. The Agency or any permissible assignee may issue a Notice to Proceed at any time after the Contractor submits its proposed delivery schedule. Except as otherwise specially provided in this Contract, all other terms of the Contract shall apply to the Option Vehicles.

SP 1. 1 Assignability of Options

If the Agency does not exercise the option(s) as listed in “Options and Option Pricing,” then the Agency reserves the right to assign the option(s) to other grantees of FTA funds in accordance with FTA Circular 4220.1F or its successors.

SP 2. Payment

The Agency shall pay and the Contractor shall accept the amounts set forth in the price schedule as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including but not limited to all labor, equipment and material required, overhead, expenses, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

SP 2.1 Payment Terms

Payment Upon Delivery

All payments shall be made as provided herein, less any additional amount withheld as provided below and less any amounts for liquidated damages in accordance with “Liquidated Damages for Late Delivery.”

The Agency shall make payments for vehicles at the bid prices itemized in the RFP Response Form. The Agency shall make payments for the vehicles within thirty (30) calendar days after the delivery and acceptance of said vehicles and receipt of a proper invoice.

SP 2.2 Payment of Taxes

Unless otherwise provided in this Contract, the Contractor shall pay all federal, state and local taxes, and duties applicable to and assessable against any Work, goods, services, processes and operations incidental to or involved in the Contract, including but not limited to retail sales and use, transportation, export, import, business and special taxes. The Contractor is responsible for ascertaining and paying the taxes when due. The total Contract price shall include compensation for all taxes the Contractor is required to pay by laws in effect on the Proposal Due Date. The Contractor will maintain auditable records, subject to the Agency reviews, confirming that tax payments are current at all times.

SECTION 5: FEDERAL CLAUSES AND REQUIREMENTS

FR 1. Access to Records

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

The following access to records requirements apply to this Contract:

FR 1.1 Local Governments

In accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Agency, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311.

FR 1.2 State Governments

In accordance with 49 CFR 633.17, the Contractor agrees to provide the Agency, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

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.

FR 2. Federal Funding, Incorporation of FTA Terms and Federal Changes

The preceding provisions include, in part, certain standard terms and conditions required by the Department of Transportation, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any MRTA requests that would cause MRTA to be in violation of the FTA terms and conditions.

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between

Agency and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

FR 3. Federal Energy Conservation Requirements

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

FR 4. Civil Rights Requirements

The following requirements apply to the underlying Contract:

1. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying Contract:
 - (a) **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 623 and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (c) **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

FR 5. No Government Obligation to Third Parties

1. The Agency 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 Agency, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

FR 6. Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

FR 7. Suspension and Debarment

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

The Contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower-tier covered transaction it enters into.

By signing and submitting its Proposal, the Bidder certifies as follows:

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

FR 8. Disadvantaged Business Enterprise (DBE)

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 Contractor shall maintain compliance with “DBE Approval Certification” throughout the period of Contract performance.

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as MRTA deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

FR 9. BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

SECTION 6: TECHNICAL SPECIFICATIONS

ITEM		MINIMUM/REQUIRED SPECIFICATIONS	BIDDER'S SPECIFICATIONS ⁽¹⁾	BIDDER'S ACTUAL SPECIFICATIONS ⁽²⁾
1	YEAR	2022 or newer	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
2.	ENGINE	250 Horsepower, 345 Torque	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
3.	DRIVE	Two Wheel	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
4.	TRANSMISSION	Automatic	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
5.	BUMPERS	Bumper - Factory Standard includes Running Boards	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
6.	AIR CONDITIONING	Factory Standard Front (CFC Free), Factory Installed Rear with Rear Heater for Passenger Compartment	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
7.	DAYTIME RUNNING LIGHTS	Standard	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
8.	G.V.W.R	Suspension sufficient to support GVW 9000 lbs. approx..	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
9.	AXLE	Traction/Stability Control	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
10.	BRAKES	Power Four Wheel Anti-Lock	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
11.	GAUGES	Standard	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
12.	WHEEL BASE	140 inch approx.	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
13.	TIRES	Factory Standard, radial, to meet GVW, spare to be included	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
14.	Spare Tire/Wheel	Factory Standard	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	

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15.	WINDOWS & DOORS	Front - Power Windows & Door Locks Rear - Two (2) vertical opening with windows Side – Sliding Side Door with window OR Hinged doors with windows	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform <input type="checkbox"/> Slider <input type="checkbox"/> Hinged	
16.	AIR BAGS	Dual, Factory Installed	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
17.	SEATS	Cloth – 15 Passengers, bucket seats preferred	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
18.	STEERING	Power	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
19.	FLOORING	Factory (Front & Rear)	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
20.	RADIO/STEREO	AM/FM with CD Factory Installed or equivalent	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
21.	GLASS	Factory window tint on all windows.	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
22.	WINDSHIELD WIPERS	Multi-speed Intermittent with spray washers	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
23.	MIRRORS	Outside Right/Left below eye level. Inside-one-glare day/night	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
24.	COLOR	White with options for custom paint scheme	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
25.	INTERIOR	Fully Line, top, sides and floor area, factory installed. Color: Beige or Grey PREFER Center Aisle REQUIRE 53+ inches of floor to ceiling clearance	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
26.	POWER OUTLET	Standard	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	

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27.	DRIVER CONTROLS	Cruise Control – Tilt Wheel	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
28.	BACK UP ALARM	Standard Back Up Alarm	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
29.	KEYS	4 (Four) complete sets with remote, 6 (six) key only	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
30.	DELIVERY	Delivery shall be completed within 120 Days After Receipt of Order.	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
31.	WARRANTY	List Factory Standard	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
32.	WARRANTY WORK	All warranty or recall work is to be done within 180 miles of Ketchum, Idaho by the Bidder, Bidder's designee or an authorized service dealer. If the warranty work is done at a location further than 180 miles from Ketchum ID, all transportation expenses will be paid by the successful bidder	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
33.	MANUALS	Successful bidder is to provide at time of delivery: CD ROM or online Parts Manual and CD ROM or online Shop Repair Manual	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
34.	DELIVERY AND FINAL INSPECTION	Upon delivery of the units to MRTA 800 1 st Ave N. Ketchum ID 83340, the unit will be inspected by authorized MRTA employees and all items checked off prior to acceptance. Any discrepancies with these specifications and/or accepted exceptions shall be promptly corrected by the Bidder at no additional cost to MRTA. All transportation costs shall be included in the bid price for this unit.	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	

35.	METHOD OF PAYMENT	Payment for the unit provided by the vendor will be made on a lump sum basis, within 30 days of acceptance, represented by the Total Bid Price. The total bid price shall include the price of all minimum specifications, transportation cost, fees, overhead, profit, and any other cost associated with the sale of the unit.	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
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SECTION 7: FORMS AND CERTIFICATIONS

CER 1. Request for Pre-Offer Change or Approved Equal

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name and must be submitted as far in advance of the Due Date, as specified in "Questions, Clarifications and Omissions."

Mountain Rides Transportation Authority
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Request #: Bidder: RFP Section: Page:
Questions/clarification or approved equal:
Agency action: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> Approved <input type="checkbox"/> Denied </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> See addendum <input type="checkbox"/> See response below </div>

Agency response:

CER 2. Acknowledgement of Addenda

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered nonresponsive to the Solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

The undersigned acknowledges receipt of the following addenda to the documents:	
Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Bidder:	
Name:	
Title:	
Phone:	
Street address:	
City, state, ZIP:	
_____ Authorized signature	_____ Date

CER 3. Contractor Service and Parts Support Data

Location of nearest Technical Service Representative to MRTA

Name:

Address:

Telephone:

Describe technical services readily available from said representative:

Location of nearest Parts Distribution Center to MRTA:

Name:

Address:

Telephone:

Describe the extent of parts available at said center:

Policy for delivery of parts and components to be purchased for service and maintenance:

Regular method of shipment:

Cost to MRTA:

CER 4. Form for Proposal Deviation

This form shall be completed for each condition, exception, reservation or understanding (i.e., Deviation) in the Proposal according to “Conditions, Exceptions, Reservations or Understandings.” One copy without any price/cost information is to be placed in the Technical Proposal as specified in “Technical Proposal Requirements,” and a separate copy with any price/cost information placed in the Price Proposal as specified in “Price Proposal Requirements.”

Mountain Rides Transportation Authority
RFP 2021 Commuter Vans

Deviation No.:	Contractor:	RFP Item:	Page:
Complete description of Deviation:			
Rationale (pros and cons):			

CER 5. Federal Certifications

CER 5.1 Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by proposer for contract value over \$25,000.

Choose one alternative:

- ☐ The Proposer, [insert name], certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- ☐ The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

Executed in [insert city and state]:

Name:

Authorized signature

Date

CER 5.2 Non-Collusion Affidavit

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the Proposal, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of _____, County of _____	
I, _____, being first duly sworn, do hereby state that <div style="text-align: center; font-size: small;">(Name of Affiant)</div>	
I am _____ of _____ <div style="display: flex; justify-content: space-around; font-size: small;"> (Capacity) (Name of Firm, Partnership or Corporation) </div>	
whose business is _____	
and who resides at _____	
and that _____ <div style="text-align: center; font-size: small;">(Give names of all persons, firms, or corporations interested in the bid)</div>	
is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.	
_____ Signature of Affiant	_____ Date
Sworn to before me this _____ day of _____, 20____.	
_____ Notary public	_____ My commission expires
Seal	

CER 5.3 Buy America Certification

The bidder must submit to Mountain Rides Transit Authority the appropriate Buy America certification below with its bid. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications:

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

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

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

CER 6. Other Certifications

CER 6.1 NOTICE OF AWARD

By execution below, Mountain Rides Transportation Authority accepts Proposal from _____
as outlined on the attached RFP Form.

Contracting officer: _____

Authorized signature

Date

SECTION 8: RFP FORM

SEE ATTACHED EXHIBIT A

SECTION 9: APPENDIXES

Appendix A: Guidelines for Calculating Liquidated Damages

Calculation of Liquidated Damages

Cost to Retain Old Fleet

The purpose of the procurement is to replace older vehicles that are being retired. There can be two areas of damage that are additive: extra cost of maintenance and cost of purchasing or renting additional vehicles to meet fleet availability requirements.

1. **Extra cost of maintenance.** The *difference* in maintenance costs, old vehicles minus new ones, is a realistic damage, assuming that older vehicles will be continued in service for the duration and not replaced with alternative leased vehicles.
2. **Cost to obtain additional buses to meet fleet availability.** Reliability of the older vehicles is not expected to be as good as for new ones, and they can be expected to be out of service for maintenance or repair for longer periods than new ones. Therefore, additional vehicles may be needed to ensure that required service on routes is met.

Increased Contract Administrative Costs

Delays in delivery will increase the period that the Contract must be administered and possibly increase the effort or waste the effort of in-house staff to take delivery and acceptance.

1. **Increased Contract period.** The amount of the damage can be calculated as the average daily cost of Contract administration, apart from any technical services.
2. **Increased technical services.** Technical services for in-plant inspection and to assist in taking delivery and acceptance will have been budgeted consistent with the Contract schedule. The extra budget for these services could be determined as a daily rate.

Fines

Damages may include fines for which a court has already imposed or can be expected to be imposed on the Procuring Authority not meeting required emission (noise or air quality) reductions or features mandated by the Americans with Disabilities Act. Include this element only if the Agency can prove its vulnerability for such fines and a purpose of the procurement is to comply with such laws or ordinances.

Fuel Consumption

If the new vehicles are expected to consume less fuel per passenger capacity, then the difference in fuel consumption costs per day may be included.

Appendix B: Evaluation Criteria

A. Evaluation/Selection Committee

An Evaluation/Selection Committee (Committee), which may include MRTA staff, and possibly one or more outside experts, will review and screen the Proposals submitted according to the pre-established criteria as set forth below.

B. Evaluation Process

Following receipt of the Proposals, the Proposals will be evaluated for compliance with the following minimum requirements. Those Proposals that do not evidence compliance may not be considered beyond the preliminary review.

Minimum Requirements

- The Bidder must be a dealer representing an existing vehicle manufacturer
- The Proposal must be for a minimum 15 passenger vehicle.
- The proposed vehicle must meet the minimum specifications listed in **Section 6 Technical Specifications**.

Proposals found to be compliant with the minimum qualifications will then be evaluated to determine those Proposals that represent technically acceptable offers.

Proposals will be evaluated using the following principal selection criteria:

- 1. Product design, performance and serviceability (0-20 points):** The information provided by the Bidder will be utilized to evaluate the Proposal in relation to this factor. Vehicle construction and system design, as well as documented reliability, may be used in this evaluation, as well as other design and performance elements. At a minimum, test results, safety and maintenance factors, and cost of normal operation for the vehicle design and system components, may be considered in determining a final value for this factor.
- 2. Delivery schedule (0-10 points):** The Committee will review the proposed delivery schedule for the Agency's minimum purchase. Delivery times, with evidence that the timing can be accomplished, may receive higher points for this category.
- 3. Cost Proposal Evaluation (maximum of 20 points)**
As described below, the proposed cost as submitted by the Bidder on the Agency's form will be assigned a maximum of 20 points. The Contractor is *required* to use the Agency's form, without alteration, for submittal of its cost Proposal. *Please DO NOT use your own forms.*

The cost will be evaluated in the following manner:

1. Cost Proposal Criteria (0-20 points)

- a. The Cost Proposal criteria will be based on the **"TOTAL PROPOSED PRICE"** shown on the RFP Form.

- b. The lowest average Cost Proposal will receive 20 points. Every other Proposal previously found to be in the Competitive Range will be given points proportionately in relation to the lowest price. This point total will be calculated by dividing the lowest price by the total price of the Proposal being evaluated and the result multiplied by the maximum weight for price (20 points) to arrive at a Cost Proposal score.

Example: $\text{Lowest Proposed Price} / \text{Bidder's Proposed Price} \times 20 = \text{Proposal Score}$

The application of the above formula will result in a uniform assignment of points relative to the criterion of price.

C. Evaluation Methodology

The maximum number of points achievable in each of the aforementioned areas is as follows:

- **Product design, performance and serviceability:** 20 points
- **Cost proposal:** 20 points
- **Delivery schedule:** 10 points

TOTAL POSSIBLE POINTS: 50

The Agency may require clarifications or oral interviews with Bidders. Discussions may also be held with Bidders to determine acceptability of proposed Deviations and/or to address deficiencies and weaknesses of the Proposal. See “Agency Rights” for additional information.

The Agency does not anticipate negotiation of price offers. The award will be made to the Bidder that whose Proposal conforms to solicitation requirements and is judged to be most advantageous to the Agency, when price, delivery date and other design, performance and serviceability factors are considered.

The Agency is equally concerned with obtaining technical features as with making an award at the lowest overall price to the Agency. However, the Agency will not make an award at a significantly higher overall cost to the Agency to achieve slightly superior technical features.

The Agency reserves the right to reject any or all Proposals, to waive informalities or irregularities to the extent permitted by law in any Proposal received, and to be the sole judge of the merits of the respective Proposal received.

The award will be based upon various design, performance and serviceability factors SOME of which are listed below and may not necessarily be made to the lowest-price Bidder. Minimum vehicle performance requirements

- Maintainability
- Proposed operating cost and reliability
- Emissions
- System safety provisions
- Technical support

The primary sub-criteria under each factor are the following:

- **Maintainability:**
 - Maintainability of the proposed powerplant
 - Maintainability of proposed component parts
 - Maintenance requirements
 - Skills needed to perform maintenance Work
 - Required special equipment, tools or maintenance facility requirements that must be implemented to maintain the vehicles
 - Proposed diagnostic equipment needed to maintain the vehicles
 - Proposed “built-in” diagnostic equipment, if offered
 - Reasonableness of proposed scheduled maintenance requirements
 - Proposed spare parts package required to support the schedule maintenance and replacement of major components
- **Proposed operating costs and reliability:**
 - Expected reliability and service life of major proposed components
- **Projected emissions of the vehicle**
- **System safety provisions:**
 - Proposed safety features
 - Knowledge of state codes and regulations affecting vehicles
 - Vehicle code changes required for the vehicle to legally operate in the state, if any
- **Technical support:**
 - Identification of proposed parts and service center
 - Service center staffing and qualifications
 - Availability of electronic maintenance documentation and comprehensive plan for providing technical updates for the life of the proposed vehicles
 - Proposed availability of spare parts, including methodology for storing parts locally and for expediting needed parts
 - Proposed training plans and instruction program
 - Proposed diagnostic equipment required to maintain the vehicles
 - Provision of advanced features such as wireless self-diagnostics and/or database management.

D. Certifications

The certifications will be reviewed for proper execution and responsiveness.

E. Period for Acceptance

The Proposal shall be valid for 30 calendar days from the date stipulated in the RFP for receipt of Proposals. If this offer is accepted within that time period, the Bidder agrees to furnish all vehicles as stipulated in the RFP and in any accompanying amendments.

Appendix C: Sample Assignment of an Option to Purchase Agreement

Mountain Rides Transportation Authority, "Assignor", hereby assigns to _____ of _____, "Assignee", its option to purchase from, "Seller", _____ van pool van ("Option Vehicles") at a price and under the terms and conditions contained in Assignor's Contract No. [Insert Contract number], dated with Seller ("Contract").

Such option commenced, per terms of Contract, on _____, and may be exercised at any time on or before _____.

With respect to the Option Vehicles assigned hereunder and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify and hold Assignor harmless from any liability or obligation under said Contract. Assignee further agrees to hold Assignor harmless from any deficiency or Defect in the legality or enforcement of the terms of said Contract or option to purchase thereunder. Assignee agrees and understands that Assignor is not acting as a broker or agent in this transaction and is not representing Seller or Assignee, but rather is acting as a principle in assigning its interest in the above-referenced option to purchase the Option Vehicles under the Contract to Assignee.

Assignee hereby unconditionally releases and covenants not to sue Assignor upon any claims, liabilities, damages, obligations or judgments whatsoever, in law or in equity, whether known or unknown, or claimed, which they or either of them have or claim to have or which they or either of them may have or claim to have in the future against Assignor, with respect to the Option Vehicles or any rights whatsoever assigned hereunder.

Dated this _____ day of _____, 2021__

Assignor

Assignee

I hereby accept and approve the terms of this agreement and agree to hold Assignor harmless from any further liability or obligation under our agreement.

Seller

Appendix D: Protest Form

MOUNTAIN RIDES TRANSPORTATION AUTHORITY PROTEST FORM

DATE:

RPF #:

PROTESTOR:

Address:

Contact:

GROUND FOR PROTEST:

FACTS SUPPORTING PROTEST:

EXHIBIT A

**RFP RESPONSE FORM
One (1) 15-Passenger Van**

RFP NO. 2021 Commuter Vans

Mountain Rides Transportation Authority
800 1st Ave North
PO Box 3091
Ketchum ID 83340

RFP DUE DATE:
Please submit on or before
5PM November 11, 2021

1. Responses must be emailed to ben@mountainrides.org
2. All bids must be submitted on this RFP form.
3. In order to be valid, all responses must be signed.
4. No alternate bids will be accepted.
5. **All bid prices, shall include transportation charges, shipping or freight charges.**
6. Bids will remain subject to acceptance for 30 days after Bid Opening.
7. Any questions concerning this bid must be addressed to Ben Varner (208)788-7433x105.
8. Payment shall be made net 30 days of receipt of equipment.
9. No payment will be made prior to receipt of equipment and inspection for conformity to bid specifications and other bid requirements.

DELIVERY DATE _____

Total Bid Price \$ _____

Tax Identification Number

Name of Company

Signature

Title

Business Street Address

City, State, Zip

Telephone Number

ACCEPTED:
Mountain Rides Transportation Authority

BY: _____

Acceptance of this proposal constitutes a contract and is binding on both parties.

EXHIBIT A continued

BID SPECIFICATIONS

GENERAL: The following specifications describe One (1) 2022 or newer 15 Passenger Vans. **ALL SPECIFICATIONS SHALL BE CONSIDERED THE MINIMUM ACCEPTABLE.**

SECTION 6: TECHNICAL SPECIFICATIONS

ITEM		MINIMUM/REQUIRED SPECIFICATIONS	BIDDER'S SPECIFICATIONS ⁽¹⁾	BIDDER'S ACTUAL SPECIFICATIONS ⁽²⁾
1	YEAR	2022 or newer	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
2.	ENGINE	250 Horsepower, 345 Torque	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
3.	DRIVE	Two Wheel	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
4.	TRANSMISSION	Automatic	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
5.	BUMPERS	Bumper - Factory Standard includes Running Boards	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
6.	AIR CONDITIONING	Factory Standard Front (CFC Free), Factory Installed Rear with Rear Heater for Passenger Compartment	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
7.	DAYTIME RUNNING LIGHTS	Standard	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
8.	G.V.W.R	Suspension sufficient to support GVW 9000 lbs. approx..	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
9.	AXLE	Traction/Stability Control	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
10.	BRAKES	Power Four Wheel Anti-Lock	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	

**Request for Proposal
RFP 2021 Commuter Vans
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11.	GAUGES	Standard	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
12.	WHEEL BASE	140 inch approx.	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
13.	TIRES	Factory Standard, radial, to meet GVW, spare to be included	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
14.	Spare Tire/Wheel	Factory Standard	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
15.	WINDOWS & DOORS	Front - Power Windows & Door Locks Rear - Two (2) vertical opening with windows Side – Sliding Side Door with window OR Hinged doors with windows	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform <input type="checkbox"/> Slider <input type="checkbox"/> Hinged	
16.	AIR BAGS	Dual, Factory Installed	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
17.	SEATS	Cloth – 15 Passengers, bucket seats preferred	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
18.	STEERING	Power	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
19.	FLOORING	Factory (Front & Rear)	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
20.	RADIO/STEREO	AM/FM with CD Factory Installed or equivalent	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
21.	GLASS	Factory window tint on all windows.	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
22.	WINDSHIELD WIPERS	Multi-speed Intermittent with spray washers	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
23.	MIRRORS	Outside Right/Left below eye level. Inside-one-glare day/night	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
24.	COLOR	White	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	

**Request for Proposal
RFP 2021 Commuter Vans
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25.	INTERIOR	Fully Line, top, sides and floor area, factory installed. Color: Beige or Grey PREFER Center Aisle REQUIRE 53+ inches of floor to ceiling clearance	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
26.	POWER OUTLET	Standard	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
27.	DRIVER CONTROLS	Cruise Control – Tilt Wheel	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
28.	BACK UP ALARM	Standard Back Up Alarm	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
29.	KEYS	4 (Four) complete sets with remote, 6 (six) key only	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
30.	DELIVERY	Delivery shall be completed within 120 Days After Receipt of Order.	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
31.	WARRANTY	Factory Standard	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
32.	WARRANTY WORK	All warranty or recall work is to be done within 180 miles of Ketchum, Idaho by the Bidder, Bidder's designee or an authorized service dealer. If the warranty work is done at a location further than 180 miles from Ketchum ID, all transportation expenses will be paid by the successful bidder	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
33.	MANUALS	Successful bidder is to provide at time of delivery: CD ROM Parts Manual and CD ROM Shop Repair Manual	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	

**Request for Proposal
RFP 2021 Commuter Vans
October 20, 2021**

34.	DELIVERY AND FINAL INSPECTION	Upon delivery of the units to MRTA 800 1 st Ave N. Ketchum ID 83340, the unit will be inspected by authorized MRTA employees and all items checked off prior to acceptance. Any discrepancies with these specifications and/or accepted exceptions shall be promptly corrected by the Bidder at no additional cost to MRTA. All transportation costs shall be included in the bid price for this unit.	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
35.	METHOD OF PAYMENT	Payment for the unit provided by the vendor will be made on a lump sum basis, within 30 days of acceptance, represented by the Total Bid Price. The total bid price shall include the price of all minimum specifications, transportation cost, fees, overhead, profit, and any other cost associated with the sale of the unit.	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	

VENDOR NOTES OR EXCEPTIONS:

Mountain Rides Agenda Discussion Item Summary

Date:	<div>10/20/2021</div>	From:	<div>Board Members</div>
Discussion Item:	<div>5. Board member expansion</div>		
Committee Review:	<div><div><input checked="" type="radio"/> yes</div><div><input type="radio"/> no</div></div>	Committee Purview:	<div>Both</div>
Fiscal Impact:	<div></div>		
Related Policy or Procedural Impact:	<div></div>		
Background:	<div>Discussion regarding expanding the number of seats on the board as discussed in committee meetings earlier this month.</div>		

Mountain Rides Agenda Discussion Item Summary

<u>Date:</u>	<div>10/20/2021</div>	<u>From:</u>	<div>MRTA Staff</div>
<u>Discussion Item:</u>	<div>6. Items of interest to the board</div>		
<u>Committee Review:</u>	<div><input type="radio"/> yes</div> <div><input checked="" type="radio"/> no</div>	<u>Committee Purview:</u>	<div></div>
<u>Fiscal Impact:</u>	<div></div>		
<u>Related Policy or Procedural Impact:</u>	<div></div>		
<u>Background:</u>	<div>Agenda item for the Board to discuss items of interest, if any, pertaining to Mountain Rides.</div>		