

NORTH CENTRAL REGIONAL TRANSIT DISTRICT



MICROTRANSIT SOFTWARE REQUEST FOR PROPOSALS

RFP #2021-009

November 1, 2021

Proposals are Due December 1, 2021, by 5:00 PM MT

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I. GLOSSARY

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

Ad-hoc Reporting- Refers to any kind of report set up and put together by the system user, when needed, rather than using a predefined template.

Award- The final execution of the contract document.

Business Hours- Means 8:00 AM thru 5:00 PM MST

Close of Business (COB)- Means 5:00 PM MST

Confidential- Confidential financial information concerning Vendor's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45 e.g. no information that could be obtained from a source outside this request for proposals can be considered confidential information.

Contract- Any agreement for the procurement of items of tangible personal property, services or construction.

Contractor- Any business having a contract with a state agency or local public body.

Chief Procurement Officer (CPO)- Also referred to as purchasing agent or any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

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

District- [The] District is the purchasing agency also referred to as the North Central Regional Transit District or NCRTD.

Desirable- The terms "may", "can", "should", "preferably", or "prefers" to identify a desirable or discretionary item or factor.

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

Evaluation Committee- A body appointed to perform the evaluation of Vendors' proposals.

Finalist- A Vendor who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

Federal Transit Administration (FTA)- The FTA is an agency within the United States one of ten and one of ten modal administrations within the DOT Department of Transportation (DOT). The agency provides financial and technical assistance to local public transportation systems.

Federal Highway Administration (FHWA)- The Federal Highway Administration (FHWA) is a division of the United States Department of Transportation that specializes in highway transportation.

Geographic Information System (GIS)- Framework for gathering, managing, and analyzing data. Rooted in the science of geography, GIS integrates many types of data. It analyzes spatial location and organizes layers of information into visualizations using maps and 3D scenes.

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

Intelligent Transportation Systems (ITS)- Dynamically responsive real-time traffic, travel, or passenger trip information, delivered via an array of electronic systems.

Mandatory – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

Minor Technical Irregularities- Anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

NCRTD- The North Central Regional Transit District also referred throughout the document as "the District."

National Transit Database (NTD)- A reporting system that collects public transportation financial and operating information.

New Mexico Department of Transportation (NMDOT)- A state government organization which oversees transportation in the U.S. state of New Mexico. The agency has four main focuses—transit, rail, aviation and highways.

Offeror- Any person, corporation, or partnership who chooses to submit a proposal.

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

Redacted- A version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in this RFP blacked out BUT NOT omitted or removed.

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

Responsible Offeror - A Offeror who has submitted a responsive offer.

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

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

Software as a Service (SaaS)- Software products and platforms that are subscription-based and accessible via an internet browser.

Staff- Individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

State (the State)- The State of New Mexico.

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

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

Vendor- A company that has submitted, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal

Written- Means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The District wishes to improve the operational efficiencies of existing on demand services by comingling Americans with Disabilities Act (ADA) certified paratransit passengers and general public riders on the same vehicles. Therefore, the NCRTD wishes to solicit proposals from qualified vendors to provide a software solution that will address the recommendations of the District's Service Plan Update.

In January of 2021, the NCRTD Board of Directors ratified a seven-year Service Plan Update the ("Plan"). The Plan is intended to provide service recommendations and guide the District's near-term transit service improvements. The Plan provides a comprehensive analysis of existing conditions and services and considers current and future land uses, travel patterns, and demographics to provide a general framework for strategies to implement service modifications during and after the COVID-19 pandemic. The primary themes echoed throughout the Plan are connectivity with other service modes and providers and rider flexibility and choice.

Due to the rural nature of the District's service area, the Plan recommends targeted deployment of on demand transit services in zones where population density is too low to warrant frequent fixed route mass transit but demand for transit services still persists.

B. BACKGROUND INFORMATION

In 2003, Governor Bill Richardson signed into law the Regional Transit Act. This legislation authorized the creation of regional transit districts in the State of New Mexico and allowed Regional Transit Districts, to go to the voters for approval of an increase of up to ½ of one percent in Gross Receipt Tax to fund participation in a Regional Transit District (RTD).

In September 2004 the NCRTD (the District) was the first RTD to be certified by the New Mexico Transportation Commission. Upon issuance of certification from the New Mexico Transportation Commission the District became a separate political entity. A requirement from the New Mexico Department of Transportation (NMDOT) was to submit a Transit Service Plan within one year of the formation of the District. The NCRTD Board approved the District's first Transit Service Plan in July 2006.

In February 2007, the District adopted its branding, and in April began its first bus service project. In July 2007, the District signed Memorandums of Agreement (MOAs) between the City of Española and Rio Arriba County to transfer service, employees, and equipment to the NCRTD. In October 2007 the District began operating transit service in four counties.

In January 2008, the District hired a Contractor to expand and update the Transit Service Plan for the proposed usage of the Regional Transit Gross Receipts Tax (RTGRT). In April 2008, the District's Board approved the RTGRT resolution adopting a 1/8 of one percent tax, and in November 2008, the public voted for approval of the RTGRT in all four counties of its service

area. In the 2018 General Election the district asked the voters to reauthorize the RTGRT which was affirmatively approved by a 74% yes vote.

In July 2015, the NCRTD acquired the Town of Taos transit system known as the Chile Line and all assets, employees, and facilities.

Presently, the NCRTD has 26 fixed and commuter routes regionally; one (1) Dial-A-Ride service in the Pojoaque-Nambe area; one (1) on demand service in the Town of Taos (the Chile RIDE); one (1) on demand service in Rio Arriba County within a 15-mile radius of the Española Transit Center; complementary flex paratransit services on all routes (notwithstanding the Town of Taos). The Dial-a-Ride and demand services in Taos and Espanola currently accommodate both general public and ADA paratransit certified passengers. All fixed routes are fare-free except for the Mountain Trail and Taos Express. Due to the Coronavirus COVID-19 pandemic, six fixed routes are currently operating on a demand basis only.

The NCRTD's assets consist of an administrative facility and light maintenance garage in Española and a fleet maintenance garage and dispatch facility in Taos. NCRTD has a fleet of 61 buses, paratransit vehicles, and an additional support fleet. The NCRTD employs a staff of 96, including vehicle operators, maintenance and facilities personnel, and administrative employees. In FY2018-19, annual vehicle miles exceeded 1,434,184. The annual ridership for FY2018-19 was 284,285 and NCRTD-funded services was 503,011, for a total ridership of 787,296. The District provides fixed route, commuter, paratransit, and on demand service Monday through Friday (excluding certain recognized holidays). The 255 Mountain Trail route operates 365 days a year. The 341 Taos Ski Valley Green route operates seven days per week (including holidays) during the winter ski season. The 305 Taos Express provides Saturday and Sunday express year-round service. The NCRTD is governed by a board of directors comprised of members from four (4) counties, seven (7) cities and towns, and six (6) tribal entities, with over 10,119 square miles of service area with an approximate population of 289,441. The NCRTD utilizes over 454 bus stops, approximately 75 of which are equipped with additional amenities such as shelters, solar lighting, real-time arrival information, seating, and/or waste receptacles.

The District is taking aggressive measures to expand its operational, fleet services, and administrative capacities. A vehicle repair and maintenance facility is currently under construction in Española, with an expected completion date of May 2022. Rehabilitation and expansion of the Jim West Transit Center, the District's primary administrative and dispatch facility in Española, and construction of an operational support and fleet maintenance building in Taos, will begin in early 2022.

NCRTD's Transit Service Plan Update (available for download on the official District website) is updated every five to seven years and is utilized in collaboration with its long-range planning strategies to develop safe, viable, and effective transportation services.

C. GOALS OF THE PROJECT AND SCOPE

The NCRTD wishes to replace its current on demand dispatching and reporting software with microtransit software as a service (SaaS). The initial phase of the project will replace the existing

on demand, dial-a-ride, and paratransit software for the Española, Taos, and Pojoaque-Nambe Pueblo regions. Future District services will comingle ADA and non-ADA passengers and the SaaS needs to allow for this comingling. Maps of each demand zone can be seen in Figures 1-3 below. Future phases of the project will introduce microtransit to a number of proposed towns and villages that exhibit characteristics consistent with successful microtransit deployment, such as low income and low population density.

The successful Offeror will deliver a proposal which aims to address the following general goals of the District.

1. Improve the operational efficiency of all demand service by optimizing existing fleet and labor capabilities.
2. Provide functional and user-friendly dispatching and administrative support.
3. Obtain a scalable, nimble, flexible SaaS product that is capable of adapting to rapidly evolving service and demand criteria (i.e., disaster situations such as pandemics and natural disasters).
4. Alleviate pressure on overburdened operations staff responsible for overseeing on demand trip reservations and fleet operations.
5. Produce both ad hoc and standard reports that are useful, insightful, effectively inform planning decisions, and meet federal and state reporting requirements.
6. Enhance the passenger experience by allowing for app-based/mobile trip booking, fare payment, and vehicle tracking.
7. Obtain a SaaS product that works in conjunction with existing District CAD/AVL Avail Technologies, Inc real-time applications and systems so that:
 - Customers have access to a “one stop shop” experience and select the transit services and products that best meet their individual needs.
 - The District can limit the purchase of additional hardware and recover costs where possible.

District personnel responsible for dispatching and coordinating vehicle operations may do so using the SaaS purchased under this solicitation. **For additional information regarding Avail Technologies, Inc. product integration, please contact:**

- Name: Nathan Byrd, Sales Specialist
- Address: 1960 Old Gatesburg Rd, Suite 200
State College, PA 16803
- Email: nbyrd@availtec.com
- Office Phone: (385) 401-0555

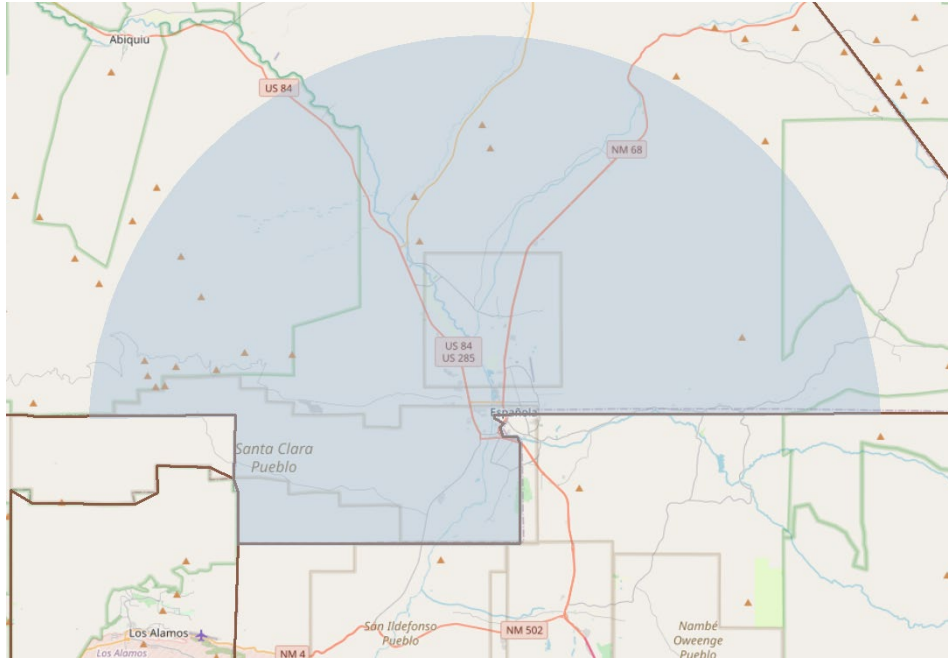


Figure 1: Española Demand Zone

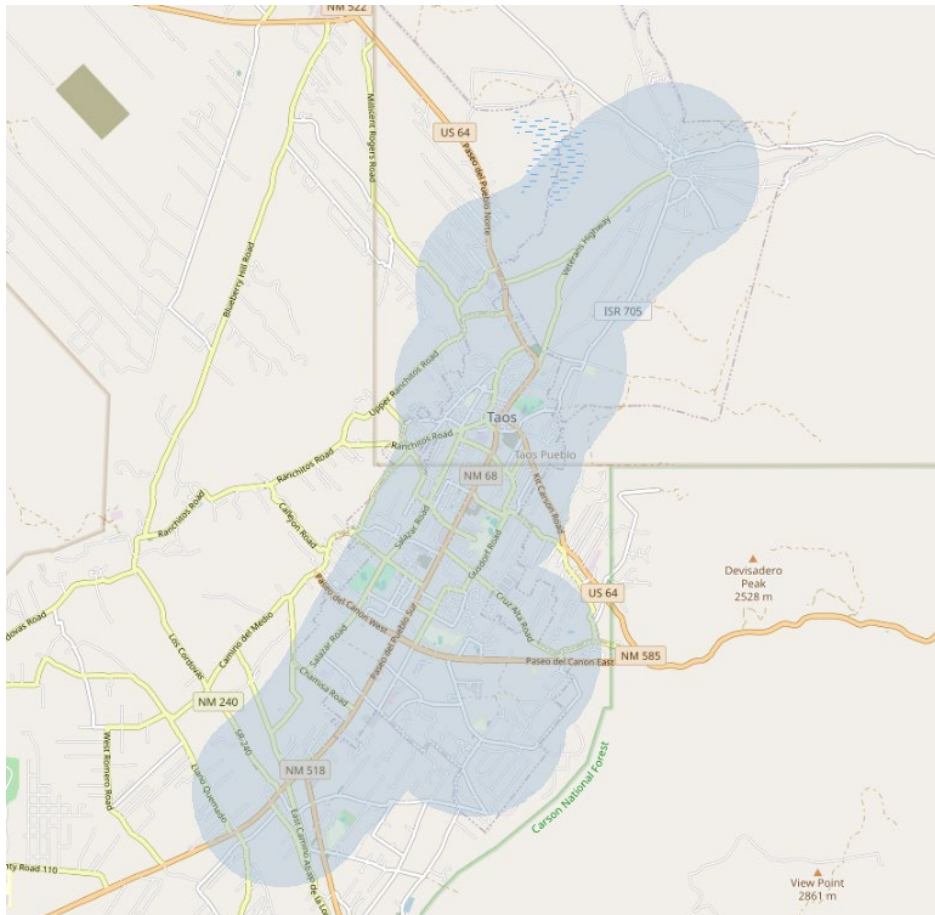


Figure 2: Taos Demand Zone

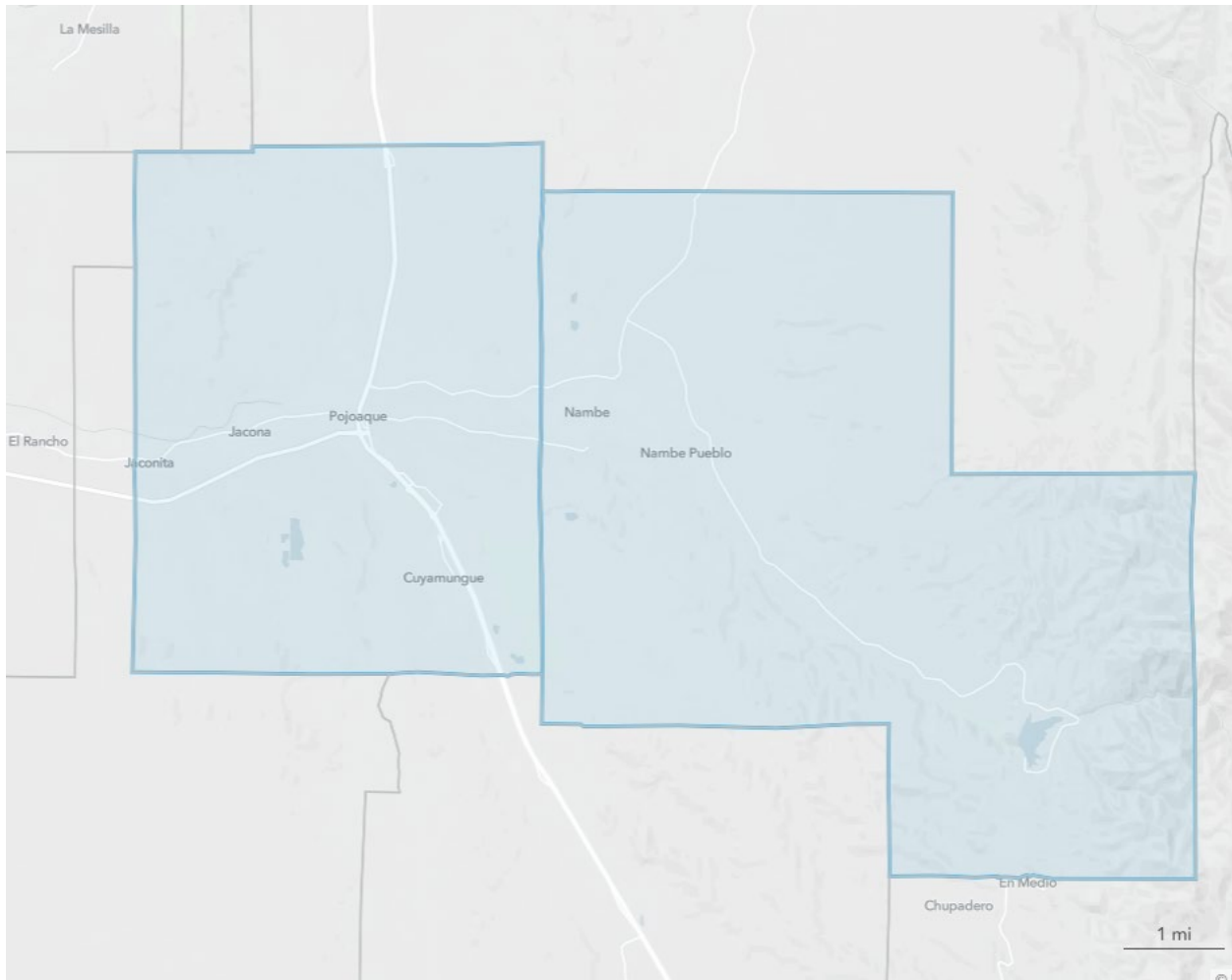


Figure 3: Pojoaque-Nambé Demand Zone

D. PROPOSAL CONTENTS

In order to be considered, Offeror proposals must address the following:

1. A user-friendly microtransit SaaS for both external and internal customers, including passengers, third party passenger advocates, District dispatchers/customer service representatives, supervisors, executives, and information technology support.
2. A SaaS that contains all the product features described below.
3. Previous, documented experience successfully implementing the proposed software on a similar scale.
4. A description of each project team member's educational and professional background and experience.
5. A SaaS that meets all functional and technical requirements stated within this RFP using a commercially available, hardware
6. A SaaS that provides robust software solutions usable by all the District's employees and passengers

7. A SaaS that allows easy implementation and maintenance support.
8. A SaaS that is highly intuitive and allows the District to improve operational performance and efficiency.
9. A SaaS that provides easy access to informative data sets through a robust reporting module.
10. A customer mobile application that facilitates on demand trip booking management, fare payment, and vehicle tracking.
11. A proposal that provides considerations for passengers who do not have smart devices and/or are unbanked.
12. A user friendly and intuitive vehicle operator mobile application specification.
13. Comprehensive cost proposals, to include software licensing fees, hardware, device data plans, fare payment solutions and corresponding hardware (if necessary), warranties as applicable, personnel training, and technical support. Offerors must provide best and final offers with initial proposal submission. The District prefers that all pricing be on a fixed fee basis but Offerors may propose other fees or fee schedules.
14. The selected Offeror should have the ability to migrate existing customer data, into AvailTec CAD/AVL systems (*not required, but strongly preferred*),
15. The Offeror should provide an implementation schedule with the goal being implementation within eight (8) months or less.
16. The selected offeror must have the ability to prepare or obtain a microtransit service demand model for each of the specified demand service areas, as described in Figures 1-3 above.

E. REQUIRED PRODUCTS AND SERVICES

General Specifications

- The administrative and dispatching functions should allow the District to import information and data to and from Avail Technologies MyAvail.
- If unable to meet the preceding requirement, the software may be internet browser/cloud-based SaaS with a minimum of 12 user accounts and compatible with widely available browsers, such as Google Chrome and/or Mozilla Firefox.
- The software shall be built on an open API for integration into other CAD/AVL and ITS products and services.
- The software shall have functions for the comingling of multiple on demand service modes and passenger categories, including microtransit, ADA paratransit, and dial-a-ride.
- The software shall offer scalability of service, with the ability to modify existing zones and create new zones within and outside of the District service area. These functions must be available to the agency within the software.
- The products shall include a dispatching function and mobile applications for vehicle operators and customers.
- The software shall provide service performance reporting, such as ridership, schedule adherence, and other standard reports. Performance dashboards shall be easily accessible for all key performance indicators. The reports shall be exportable to an editable file format such as a comma separated value tables or Microsoft Excel. The system reports must have the ability to differentiate all service characteristics and performance by on-demand and ADA paratransit passenger trip data, as well as by service zone.

- The software shall provide a reporting system that meet National Transit Database (NTD) and New Mexico Department of Transportation (NMDOT) requirements. The reports shall be exportable to an interactive file format such as comma separated value tables or Microsoft Excel. The system will differentiate on-demand and paratransit passenger trip data as needed.
- The reporting system must allow user friendly ad-hoc reporting and query generation without the need for a programming specialist.
- The vendor shall provide user and technical support via a regular support line during published support hours, and after-hours support in the event of an emergency. If there is a cost associated with technical support, it must be included in the cost proposal.
- The branding and design elements of the platform shall be customizable to allow the District to incorporate unique branding characteristics into the customer mobile application.
- To ensure the success of the new mode of service, the vendor shall provide customer product adoption training and advertising and marketing best practices to assist the District in the promotion of the new service mode.
- The software shall allow District administrators to modify or limit maximum vehicle passenger loads.
- The software shall include fare collection and monitoring systems, taking into consideration unbanked passengers and passengers without smart devices. This may include mobile ticketing or smart card fare payment options. Considerations shall also be made for tiered fares, including fares by zone and/or distance traveled.
- The selected vendor shall migrate existing passenger information databases (ADEPT) into the selected software.

Customer Management

- The software shall allow manual entry of information into customer profiles by agency staff. When entering data, the system shall alert the user if there is an existing customer account entry under the same name or address.
- The software shall allow entry of relevant customer health information, including (but not limited to) the use of disability aid tools such as mobility devices, service animals, personal care assistants, and/or oxygen tanks. The software shall allow entry of the name, address, phone number, and other contact information of caregivers for paratransit customers, when applicable. All personal passenger information shall be reasonably secured via password protection or user account credentials on the administrative back end of the software.
- The software shall allow the agency to create and modify accounts on behalf of customers.
- The software shall allow entry of all paratransit passenger eligibility criteria, (including but not limited to) certification date and expiration date (as applicable) defining when the client is authorized to begin receiving paratransit service.
- The software shall allow entry of dispatcher notes and comments for each passenger and their unique circumstances, such as additional time needed for loading and unloading.
- The software shall track and automate paratransit customer eligibility status. The software shall alert passengers with conditional eligibility and District administrators as the expiration date approaches.

- The software will generate paratransit eligibility correspondence by sending emails or other appropriate communications functions regarding customer assessments, appeals, eligibility denial, and/or eligibility approval, and eligibility status.
- The software shall permit the District to bar passengers from using microtransit services, as needed.

Trip Booking & Scheduling

- The software shall support booking both subscription/recurring and pre-scheduled demand response trips. Trips may be booked up to fourteen days in advance, but no less than sixty minutes in advance.
- The software shall store multiple address entries for frequently used destinations to allow dispatchers to quickly complete manual trip bookings.
- The software shall allow trips to be booked only within predetermined scheduling windows, dependent on service area.
- The software shall allow trips to be booked by desired arrival or departure times. This feature shall be available to both customers and dispatchers.
- The software shall allow customers to book reservations free of agency intervention. Customers shall have the option of completing reservations through a mobile application, interactive voice response (IVR) system, or online portal.
- Paratransit customers shall be protected from denials and have safeguards in place for guaranteeing a return trip.
- The software shall accept trip reservations submitted up to fourteen days in advance of the trip time for ADA paratransit customers. Non-ADA customers may book trips up to five days in advance.
- The software shall be capable of continuous routing and itinerary optimization to improve operational efficiency.
- The software shall allow dispatchers to manually submit, modify, and cancel reservations as needed.
- The system shall indicate all relevant client information such as client name, gender, and fare type along with any relevant client-linked notes for each reservation. This information shall be available in the administrative dispatching software in addition to the vehicle operator interface (at the time of passenger boarding).
- The software must automatically process and schedule on-demand reservations within 15 seconds of request submission.
- The software shall allow dispatchers to select from multiple boarding and alighting options, including to/from curb, to/from door, to/from virtual bus stop, and any combination of the aforementioned.
- Much of the District service area is in remote, rural settings. Therefore, the selected Offeror shall make considerations for this circumstance so that the software may maintain a connection between the dispatch interface and vehicle mobile data unit when the vehicle enters an area with poor cellular connectivity.
- The software shall enable third party customer advocates, such as family members, social workers, or personal care assistants, to make trip reservations for the passenger.

Dispatching Interface

- The software shall have a map-based user interface (using either Google Maps or Bing Maps) and shall display real-time vehicle location, vehicle speed, vehicle bearing, vehicle passenger load, schedule adherence, driver status, and vehicle status.
- The software shall allow for communication between the dispatcher and vehicle operator through the mobile data unit. The software shall allow the dispatcher to send custom messages to vehicle operators. The District must be able to populate and edit a list of predetermined or “canned” question and response options for both dispatchers and vehicle operators.
- The software shall include a searchable historical event log database. The database should include (but not be limited to) vehicle location, vehicle speed, passenger load, operator name, service/route name, and vehicle number. The database shall be exportable to an interactive format such as comma separated value tables or Microsoft Excel.
- The software shall provide replay controls to view the entire sequence of reported events and locations for a given time frame. Individual vehicle history reports must be available to District staff for a minimum of 365 days after revenue service is completed.
- The software shall enable automatically generated operator itineraries for each service day, taking into consideration all recurring trip reservations and pre-scheduled reservations. The system shall optimize for least distance and travel time, based on the street network segment parameters stored in the system, and prioritize ADA paratransit certified passengers over riders of the general public.
- The software shall allow for vehicle assignments by service zone. Vehicles shall perform passenger boardings and alightings only within the designated service zone and will not be assigned passenger trips in alternate service zones. The software shall allow dispatchers to manually override this setting as circumstances dictate.
- The software shall allow for time buffers between passenger boardings, allowing for additional boarding time for customers with special needs which may cause an extended boarding process, such as the use of a mobility device or service animal.
- The software shall allow dispatch staff to book flex trips on fixed and commuter routes.

Vehicle Operator Interface

- The operator application shall be available for installation and compatible with Avail Technologies mobile data units, if possible. Apple or Android operating system compatibility is preferred if the preceding requirement cannot be met.
- The operator application shall display turn-by-turn directions with street names and mileage until next movement while the operator is enroute to a passenger boarding location and while a trip is in progress. The operator application shall alert the operator when off task or off route.
- If the software adds a passenger trip while a trip is in progress, the driving directions will automatically update with minimal input from the operator.
- The operator application shall display a map showing the current location of the vehicle alongside routing directions to boarding and alighting locations.
- The operator application will provide all relevant passenger information, (including but not limited to) passenger name, origin, destination, relevant dispatch notes, and fare type.

Customer Interface

- The customer application shall be available for download from the Google Play Store and Apple App Store. The application shall be compatible for all Android and Apple devices.
- The application shall allow customers to create and modify account details and store personal and payment information free of agency intervention.
- The application must detect the customer's current location upon login.
- Customers must be able to select boarding and alighting locations by either entering a street address into a search bar, searching for a Point of Interest, directly selecting locations displayed on a map, placing a pin on a map, or by using the customer's current location.
- The customer application shall display a map showing the current location of the requested vehicle, estimated time of arrival for pick up, and descriptive information about the vehicle such as operator name, fleet number, and vehicle make or model prior to passenger boarding. While a trip is in progress, the customer application shall display estimated time of arrival to the destination and current vehicle location.
- Once a trip is booked, the customer application shall provide step by step travel instructions for customers, including walking directions to/from the boarding and alighting locations.
- If enabled by the customer, the application shall send messages to the customer's mobile device as certain thresholds are met, including the day before a scheduled trip, an hour before a scheduled trip, and as the on-demand vehicle approaches the boarding location, including (but not limited to) push notifications, SMS text messages, emails, and IVR telephone calls.
- The customer application shall allow customers to book reservations by desired arrival or departure times.
- The customer application shall prevent customers from booking trips that do not meet predetermined service criteria, including trips booked outside of a service area or span of service, or trips that do not meet minimum distance requirements.
- When making reservations, ADA and general public customers shall have the ability to indicate the use of various aid tools, such as mobility devices and service animals.
- The customer application shall comply with all prevailing ADA accessibility guidelines.
- The customer application shall be translatable into multiple languages.

F. ADDITIONAL ALTERNATE TO SCOPE OF WORK

Employee recruitment and retention are perennial issues facing the District. As such, NCRTD requests that vendors submit proposals that include a fully turnkey solution for all current and planned premium (non-complementary ADA) on demand service as described in the District's Service Plan Update (which can be found on the District's website), if they have the necessary equipment and personnel, and the technical and operational capacity to do so.

The cost proposal shall include the contracted incremental hourly rate and the fixed cost to operate the service on behalf of the District. All other costs should be clearly delineated and explained in the proposal. Cost proposals shall include twelve calendar months of service for the upcoming fiscal year beginning July 1, 2022, with options to incrementally extend additional years.

Estimated on demand/microtransit operator hours (pre-trip, deadhead, and revenue) for FY2023 are broken out in Table 1 below.

| Route Number | Route Name | Annual Revenue Hours | Annual Non-Revenue Hours | Total Annual Hours |
|--------------|-------------------|----------------------|--------------------------|--------------------|
| 210 | Pojoaque-Nambé | 2,739.00 | 273.90 | 3,012.90 |
| 370 | Chile Ride | 3,735.00 | 373.50 | 4,108.50 |
| | Dulce | 249.00 | 24.90 | 273.90 |
| | Española | 7,470.00 | 747.00 | 8,217.00 |
| | Chama | 2,739.00 | 273.90 | 3,012.90 |
| | La Cienega | 1,245.00 | 124.50 | 1,369.50 |
| | Edgewood/Moriarty | 2,739.00 | 273.90 | 3,012.90 |
| | Total | 20,916.00 | 2,091.60 | 23,007.60 |

Table 1: Projected Premium On Demand Operating Hours, FY2023

This section of the proposal should establish the ability of the vendor to perform in the area of contracted service provision by demonstrating competency in the performance of work relating to:

- Service provided on the behalf of similarly sized public transit agencies. Include the name, period of contract, annual revenue miles and hours for the most recent fiscal year, and number of passengers transported for the most recent fiscal year. Include a minimum of three reference agencies to which services were provided.
- Employee recruitment, training, and retention in a manner consistent with the safety and customer service standards of the NCRTD.
- Establishment of services in a timely and efficient manner, to begin no later than July 1, 2022.
- Furnishing of all necessary equipment and hardware, including vehicle, onboard technology, fare collection, ADA accessibility mechanisms. Proposals should include a minimum of three on demand vehicles to supply the service, with additional vehicles planned for use as the on demand service is expanded.
- Capacity and ability to maintain stated equipment, including schedule of maintenance describing the specific work activities required to sustain dependable and safe vehicle operation. Offerors should take into consideration that the NCRTD service area is vast. Services supplied will be rendered across the District.
- Furnishing of written personnel policies and procedures, to include the proposer’s Drug and Alcohol Policy and general Personnel Rules and Regulations.

Offerors that are unable to furnish contracted service operations to the District will not be penalized in the proposal evaluation stage of the selection process.

G. TIMETABLE AND BUDGET

At the time of submission, the Offeror shall produce a project timetable with a projected commencement of work of March 2, 2022. The implementation must be achievable within eight

months of the start of work. The timetable must list major tasks with respective starting and ending dates. Meetings and deliverables shall be included as milestones on the timetable. The successful offeror may be required to update and resubmit the timetable periodically as conditions warrant.

At the start of the project, the vendor should provide a task-by-task budget that must be approved by the District. The budget will be constructed in a way that allows the vendor and the District to monitor project implementation and financial performance and take corrective actions in a timely manner.

H. CHIEF PROCUREMENT OFFICER

The District Chief Procurement Officer (CPO) is responsible for the conduct of this procurement. The CPO's name, business address, telephone number, and e-mail address are listed below:

| | |
|------------|---|
| Name: | Tim Mildren, Chief Procurement Officer |
| Address: | 1327 N. Riverside Drive Española, NM 87532 |
| Telephone: | (505)629-4701 |
| Fax: | (505)747-6647 |
| Email: | Timm@ncrtd.org |

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

| | |
|---------------------|---|
| Name: | Tim Mildren, Chief Procurement Officer |
| Reference RFP Name: | Microtransit Software RFP# 2021-009 |
| Address: | 1327 N. Riverside Drive Española, NM 87532 |

All correspondence, communication and contact regarding any aspect of this solicitation or offers shall be only with the Chief Procurement Officer identified above. Unless otherwise instructed by the CPO, the offeror and their representatives shall not make any contact with or try to communicate with any member of District, its employees and/or consultants, regarding any aspect of this solicitation or offers.

At any time during this procurement up to the time specified in the procurement schedule, offerors may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the RFP will be made as an addendum 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 CPO.

The offeror making the request shall be responsible for its proper delivery to District. 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 shall result in

a condition equal to or better than that required by the RFP without a substantial increase in cost or time requirements.

All requests for clarification and approved equals must be submitted in accordance with the timeline of events listed in Section III.A.

III. CONDITIONS GOVERNING THE PROCUREMENT

A. SEQUENCE OF EVENTS

The CPO will make every effort to adhere to the schedule below. All dates referenced in the third column shall fall within calendar year 2021, unless otherwise specified.

| Action | Responsible Party | Due Dates & Time Frames |
|---|-------------------------|-------------------------|
| RFP Release | NCRTD | November 1 |
| Deadline to Submit Questions | Potential Offerors | November 12 |
| Written Response to Questions Due | NCRTD | November 19 |
| Submission of RFPs | Potential Offerors | December 1 |
| Evaluation of Proposals | NCRTD | December 2 - 10 |
| Notify Finalists of Selection for Oral Presentations and Demonstrations | NCRTD | December 10 |
| Oral Presentations & Demonstrations | Potential Offerors | December 13 - 22 |
| Selection of Finalist | NCRTD | December 29 |
| Recommend Contract Award to Board | NCRTD | January 7, 2022 |
| Notice of Intent to Award | NCRTD/Finalist Offerors | January 7, 2022 |
| Right to Protest | | January 7 - 22, 2022 |
| Finalize Contractual Agreements | NCRTD/Finalist Offerors | March 1, 2022 |
| Commencement of Work | Contractor | March 2, 2022 |

B. EXPLANATION OF EVENTS

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

1. RFP Release

This RFP is being issued by NCRTD on November 1, 2021.

2. Question Submittals

Potential Offeror(s) are encouraged to submit written questions prior to November 12, 2021 to allow the District enough time to complete a responsive and responsible offer. Questions submitted after the deadline will not be receive a response.

All written questions will be addressed in writing to the attention of the CPO. Questions may be submitted via mail or electronically via email. The submission of questions is not a prerequisite for submission of a proposal.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the CPO as to the intent to provide clarification of this RFP until close of business the day indicated in the sequence of events. All written questions must be addressed to and will be answered by the CPO. Questions emailed shall be clearly labeled “**IMPORTANT- [NAME OF OFFEROR] RFP# 2021-009 QUESTION**”

4. Response to Written Questions

Written responses to questions received will be answered by the CPO and posted on the District’s website at <https://www.ncrtd.org/about-ncrtd/requests-for-proposals/>.

5. Submission of RFPs

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE EVALUATION COMMITTEE NO LATER THAN 5:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON December 1, 2021. Proposals received after the deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Documents must be addressed and delivered to the CPO at the address listed in Section II-g. Statements and Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Microtransit Software RFP #2021-009. In light of the COVID-19 pandemic, proposals submitted by electronic means will be accepted. Electronically submitted materials must be addressed to the CPO at tim@ncrtd.org or submitted via USB drive (see option #4 below).

If emailed, the subject line shall be labeled:
PROPOSAL SUBMITTAL – NCRTD RFP#2020-009 – COMPANY NAME

In the event documents are too large to be sent via one email, here are the options (listed in order of preference):

1. Documents may be sent in a zip file
2. Documents may be sent via Dropbox online (must be downloadable)
3. Documents may be sent via multiple emails – each email shall be labeled as specified above and numbered 1, 2, 3 etc. as needed.
4. Documents may be sent via USB drive and mailed or delivered by courier to:

Tim Mildren
1327 N. Riverside Dr.
Española, New Mexico 87532

Exterior package shall be labeled NCRTD RFP#2021-009 and have the offerors name, address and contact number. Please ensure that device is not password protected.

In addition, offeror shall contact the CPO by email or phone to confirm receipt of all submitted documents, regardless of submission method.

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

6. Evaluation of Qualifications

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

7. Selection of Finalists

RFPs will be evaluated using the Evaluation Criteria presented within this document in Section V.A. An Evaluation Committee comprised of District staff will review and rank the proposals from most qualified to least qualified to perform the scope of services based on the number of points accumulated on the score cards.

If necessary, product demonstrations with up to six (6) of the highest ranked Offerors may be scheduled and conducted by the Evaluation Committee to further differentiate among Offeror product's qualifications to further inform final rankings. Each firm will be responsible for all costs (e.g., travel, staff time, and presentation materials) related to any interviews conducted if needed. Due to the COVID-19 pandemic, all demonstrations will be conducted electronically via video conference.

Based on the Evaluation Committee's ranking of the respondents, in conjunction with the results of product demonstrations, the highest ranked firm will be notified by the District's CPO of an intent to award the contract and will henceforth enter into contract negotiations for the project.

The District and the Evaluation Committee reserve the right to reject any and/or all submissions as it deems in its best interests or that do not comply with the parameters or requirements set forth in this RFP. In the same manner the District and the Evaluation Committee reserve the right to waive any irregularities or technicalities when it deems the public interest will be served. Thereby the Evaluation Committee will select, and the CPO notify the finalist Offerors by the deadline of Sequence of Events or before when possible.

8. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) per the Sequence of Events or as soon as possible thereafter. This

date is subject to change at the discretion of the CPO. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the District reserves the right to negotiate a best and final offer to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

9. Contract Awards

If, and when, the District and the selected Offeror arrive at a mutually acceptable scope and commensurate fee, the District will present the selected firm and proposed contract to the Board of Directors for approval.

After review of the Evaluation Committee Report and the signed contractual agreement, the CPO and/or a member of the evaluation team will recommend for award to the Board of Directors as per the Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the CPO.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to NCRTD, taking into consideration the evaluation factors set forth in this RFP.

Contracts presented to the Board of Directors are subject to the Board's approval and the Board has plenary discretion in determining whether to award a contract and whether a proposal is advantageous to the NCRTD taking into consideration the evaluation factors set forth in this RFP.

10. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. ONLY protests delivered directly to the CPO in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. **The 15-calendar day protest period shall begin on the day the approval to award of contracts is received by the Board and will end at 5:00 pm Mountain Standard Time on January 22, 2022.** Protests must be written and shall include the name and address of the protestor, the RFP number, a statement of the grounds for protest including appropriate supporting exhibits and specify the ruling requested from the party listed below. The protest must be delivered to CPO before the deadline. Protests received after the deadline will not be accepted.

IV. RESPONSE FORMAT AND ORGANIZATION

A. PROPOSAL TRANSMITTAL

The proposal must be clearly labeled, numbered, and indexed and submitted as outlined below in **Section IV.B. Proposal Format**. Each portion of the proposal (technical/cost) must be submitted in separate binders or as electronic files with the title prominently displayed. Envelopes, packages, or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following documentation/binder(s):

- a. Technical Proposals – One (1) original, six (6) hard copies of the proposal containing **ONLY** the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders.
 - i. Proposals containing confidential information **must** be submitted as two separate binders: (1) Unredacted version for evaluation purposes and (2) Redacted version (information blacked out and not omitted or removed) for the public file
- b. Cost Proposals – One (1) ORIGINAL, one (1) HARD COPY of the proposal containing **ONLY** the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals.
- c. The original and hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Electronic proposals will be accepted for this procurement. Technical and cost proposals shall be submitted as separate files. Proposals containing confidential information must be submitted as two separate files: (1) Unredacted version for evaluation purposes and (2) Redacted version (information blacked out and not omitted or removed) for the public file.

Any proposal that does not adhere to the requirements of this Section may be deemed non-responsive and rejected on that basis.

B. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

The folders/envelopes/electronic files for proposals should be organized as follows:

- 1. Proposal Content and Organization-Technical Proposal (Binder/File 1)**
 - a. Signed Letter of Transmittal
 - b. Table of Contents
 - c. Proposal Summary (Optional)
 - d. Statement of Qualifications

- e. Response to Contract Terms and Conditions – Must Include Statement of Concurrence
- f. Offeror’s Additional Terms and Conditions
- g. Responses to Section II, Subsections D and E
- h. Response to Section II, Subsection F if applicable. Offerors not submitting content under this section must indicate so in their proposal packages.
- i. Organizational Experience
- j. Key Staff Background Information and Resumes
- k. Three (3) Organizational References- Must be received on or before December 1, 2021
- l. Certifications
- m. Additional documents that are deemed to be relevant but not listed in this RFP

2. Proposal Content and Organization- Confidential Information (Binder/File 2)

- a. Financial Stability Information
- b. Signed Campaign Contribution Form

3. Proposal Content and Organization- Cost Response Section (Binder/File 3)

- a. Pricing of product and services. The price lists or schedule of fees shall include a detailed breakdown of the pricing for completion of the project based on the scope of work.
- b. Offerors responding to the additional alternate Scope of Work in Section II, Subsection F shall include cost proposals separate from the primary project scope so that they may be evaluated independently of one another.
- c. All discussion of proposed costs, rates or expenses must occur only in Binder #3 on the cost response section.

C. SPECIFICATIONS

Offerors should respond in a thorough narrative to specifications in subsections D & E, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

1. TECHNICAL SPECIFICATIONS

a. Organizational Experience

Offerors must provide a description of relevant corporate experience with state government and/or private sector as well as the experience of all proposed subcontractors. The narrative shall thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge with similar software implementations.

b. Organizational References

Offerors should provide a minimum of three (3) references from similarly scaled and scoped projects performed for private, state or local government clients within

the last three years. Offerors are required to submit **APPENDIX D, *Organization Reference Questionnaire***, to the business references they list. The business references must submit the Reference Form directly to the CPO. It is the Offeror's responsibility to ensure the completed forms are received on or before December 1, 2021 at the end of business day for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. The Evaluation Committee may or may not contact any or all business references for validation of information submitted. If this step is taken, the CPO and the Evaluation Committee must all be together on a conference call with the submitted reference so that the CPO and all members of the Evaluation Committee receive the same information.

Offerors shall submit the following Business Reference information as part of offer: (1) Client name; (2) Project description; (3) Project dates (starting and ending); (4) Technical environment (i.e., organization type and size); (5) Staff assigned to reference engagement that will be designated for work per this RFP; and (6) Client project manager name, telephone number, fax number and e-mail address.

c. Oral Presentations and Demonstrations

Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by RFP. The Evaluation Committee will request a finalist to provide an oral presentation and demonstration of the proposal as an opportunity for the Evaluation Committee to ask questions, seek clarifications and have a visual of the system capabilities. Selected offerors will receive demonstration scripts that address the product specifications listed in Section II.E. above. Higher point values will be awarded to offerors that most effectively address the objectives within the script.

Demonstration teams must include a product software engineer and the project manager responsible for the software deployment with the District.

The District will select up to six (6) finalists for interviews and product demonstrations. Finalists will have up to 120 minutes to demonstrate the product's functional capabilities.

2. BUSINESS SPECIFICATIONS

a. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10-K, as well as financial statements for the preceding two years if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient

information (e.g. D&B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

b. Letter of Transmittal Form

The Offeror's proposal **MUST** be accompanied by the Letter of Transmittal Form located in **APPENDIX C**. The form **must** be completed and must be signed by the person authorized to obligate the company.

c. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form "**APPENDIX A**" and submit a signed copy with the Offeror's proposal. This must be accomplished whether an applicable contribution has been made.

V. PROPOSAL EVALUATION

A. EVALUATION PROCESS & SELECTION CRITERIA

All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP by the Evaluation Committee. Proposals deemed non-responsive or detrimental to the best interest of the District will be eliminated from further consideration (the CPO may contact the Offeror for clarification of the response). Responsive proposals shall be evaluated based upon the criteria set forth in this solicitation and the District will accept RFPs from all Offerors whose Statement of Qualifications are deemed responsive and that demonstrate required competencies.

The Evaluation Committee may use other sources to perform the evaluation as specified in this solicitation.

Responsive proposals will be evaluated on the factors in Table 1: Evaluation Point Summary, which have been assigned a point value (with a maximum total of 100 points). The responsible Based upon the proposals submitted, Offerors with the highest scores will be selected as finalists and allowed an opportunity to demonstrate their product. The responsible Offerors whose proposals are most advantageous to the District taking into consideration the evaluation factors in Section IV will be recommended for award.

Table 1: Evaluation Point Summary

| Factors | Points Available |
|---|-------------------------|
| Vendor Information: Vendor Statement of Qualifications | 10 Points |
| Response to Proposal Content Products and Services: - Vendor's capability to provide services as required in the project scope and deliverables | 35 Points |
| Capability to integrate into existing Avail Technologies CAD/AVL solutions | 5 Points |
| Organizational References: | 10 Points |
| Cost Proposals: | 20 Points |
| Product Demonstrations (as applicable): | 20 Points |
| TOTAL | 100 Points |

B. PROPOSAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Vendors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

The use of subcontractors is allowed but they must be disclosed in the proposal. However, the prime contractor will be responsible for the performance of the contractual agreement whether subcontractors are used or not.

5. Materials and Workmanship

The Contractor shall be responsible for all materials, workmanship, accessories used, included in this proposal.

6. Amended Proposals

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

7. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the CPO and must be signed by the Offeror's duly authorized representative. Approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

8. Proposal Offer Firm

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

9. Disclosure of Proposal Contents

- a) Proposals will be kept confidential until negotiations and the award are completed by the District. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The CPO will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
 - i. Proprietary or confidential data shall be readily identifiable/separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
 - ii. Confidential data is restricted to: (1) confidential financial information concerning the Offeror's organization; (2) Potential and or current Data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.

The price of products offered, or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a written request for disclosure of data for which an Offeror has made a written request for confidentiality is received, the CPO will examine the request and make a written determination that specifies which portions of the proposal should be disclosed.

The proposal will be disclosed unless the Offeror makes clear that legal action to prevent the disclosure will be taken. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

10. No Obligation

This RFP in no manner obligates the District to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities. Individual request and purchasing orders (POs) will be agreed upon in writing prior to the task/manufacturing being completed by the contractor.

11. Termination

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

12. Sufficient Appropriation

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

13. Legal Review

The District requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the CPO.

14. Governing Law

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

15. Basis for Proposal

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

16. Contract Terms and Conditions

The contract between the District and a contractor will follow the format specified by the District and contain the terms and conditions set forth in the *Sample Contract Appendix B*.

The Contract for each order placed using this Proposal shall be a not to exceed price contract. However, the District reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

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

Should an Offeror object to any of the terms and conditions as set forth in the RFP “Sample Contract” proposal of alternate terms and conditions must be disclosed in writing with the proposal. Offerors must provide a brief explanation of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. The District may or may not accept the alternative language. General references to the Offeror’s terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the District and will result in disqualification of the Offeror’s proposal.

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

17. Offeror’s Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the District.

18. Contract Deviations

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

19. Offeror Qualifications

The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror and fails to submit a responsive offer as defined in District Procurement Rules and Regulations.

20. Disclosure of Litigation, Claims and/or Relevant Lawsuits

The offeror must disclose current and/or ongoing litigation, lawsuits, claims, liabilities, losses and or legal actions relevant to this project (derived from similar projects. The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. Failure to disclose any of the aforementioned and/or any other legal actions will disqualify an offeror from the selection process.

21. Right to Waive Minor Irregularities

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

22. Change in Contractor Representatives

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

23. Notice of Penalties

The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. District Rights

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

The District 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 District.

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

25. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the District written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or District contracts deriving from this procurement. Failure to adhere to this

requirement may result in disqualification of the Offeror's proposal or removal from the contract.

26. Ownership of Proposals

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

27. Confidentiality

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

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

28. Electronic mail address required

Some of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive any correspondence.

29. Use of Electronic Versions of this RFP

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

30. Campaign Contribution Disclosure Form

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

31. Letter of Transmittal

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

- a. Identify the submitting business entity.

- b. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- c. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
- d. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- e. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
- f. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
- g. Identify the following with a check mark and signature where required:
 - i. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section III;
 - ii. **Explicitly** indicate acceptance of Section IV of this RFP; and
 - iii. Acknowledge receipt of any and all amendments to this RFP.
 - iv. Be signed by the person identified in letter “b)” above.

32. Disclosure Regarding Responsibility

- a. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:
 - i. Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - ii. Has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a) The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b) Violation of Federal or state antitrust statutes related to the submission of offers; or
 - c) The commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 - iii. Is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 - iv. Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:

- a) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c) Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.
- b. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- c. The Contractor shall provide immediate written notice to the CPO if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- d. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement.
- e. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- f. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- g. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the CPO or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Purchasing Agent may terminate the involved contract for cause. Still further the Purchasing Agent may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Purchasing Agent.

33. Conflict of Interest

- a. Pursuant to the Governmental Conduct Act, NMSA 1978, 10-16-1 et. seq., an Offeror shall have no direct or indirect interest that conflicts with the performance of services covered under this RFP and potential contract.
- b. A conflict of interest or the appearance of a conflict of interest may occur if the Offeror is directly or indirectly involved whether through direct association with contract representatives, members of the evaluation team, indirect associations, through recreational activities or otherwise with a member of the District.
- c. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

34. Licenses.

Any software licenses provided under any contract shall be guaranteed in perpetuity to the District.

35. Operating Environment Designation.

The license granted to use the software products under any contract resulting from this procurement process will be fully operational when used on the District's operating environment.

36. Change in Operating Environment.

Vendor will provide all identified support levels for the District's operating environment for a minimum of ten (10) years from the date the District issues its final acceptance of the software product(s), other products, and software documentation. If the Contractor discontinues support for the District's operating environment at any time prior to the expiration of this ten (10) year period, vendor will provide, at no cost to the District, all assistance necessary to move the operating environment. This assistance shall include, at a minimum, installation and configuration of the software in the new operating environment, conversion of data from the unsupported operating environment to the new operating environment and training necessary to operate and maintain the system in the new environment.

37. Timely and Professional Services.

Vendor services shall be performed in a timely and professional manner by qualified technicians familiar with the software and its operation. Vendor further represents that the services furnished under this agreement will be performed in accordance with industry practices in effect at the time those services are performed.

38. Defects and Corrections.

Throughout implementation and during the terms of all support and maintenance agreements, including all renewal periods, the vendor will promptly correct all defects to the extent those defects originate from the acts or omissions of Applicant's products, personnel, or subcontractors.

VI. APPENDIX A – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a

candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.”

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official: _

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

VII. APPENDIX B – SAMPLE CONTRACT

SOFTWARE AND MAINTENANCE AGREEMENT

This agreement (“Agreement”) is entered into as of the ____ day of _____, 2021, by and between _____. (“Contractor”) and the North Central Regional Transit District (“NCRTD”).

WHEREAS, the NCRTD is a political subdivision of the State of New Mexico; and,

WHEREAS, the NCRTD is interested in producing and achieving an effective and efficient operation and to that end, wishes to obtain software for implementation of a micro-transit program as described below; and,

WHEREAS, the NCRTD has adopted its own procurement code pursuant to the powers and authority granted to it under the Regional Transit NCRTD Act; and

WHEREAS, pursuant to the NCRTDs Procurement Regulations the Contractor has held itself out as possessing the personnel, experience and knowledge necessary to deliver the goods and perform the services described in implementing the Scope of Work; and

WHEREAS, the procurement regulations are available to all vendors and contractors by and through the NCRTD and the most current version of the regulations are available on the District's web site and www.ncrtd.org.

NOW THEREFORE: in consideration of the mutual agreements of the parties herein and for other good and valuable consideration the receipt of which is hereby acknowledged the parties to this Agreement agree as follows:

1. SCOPE OF WORK

The Contractor shall provide the following goods and services to the NCRTD. All goods and services listed below shall be inclusive of work, work product and shall be interpreted consistent with any solicitation or procurement documents promulgated by the NCRTD:

A. GENERAL SCOPE. Contractor shall provide Software, training and support for NCRTD's implementation of a micro-transit program.

B. SPECIFIC PRODUCTS AND SERVICES. The Contractor shall provide the following specific goods and services:

- A microtransit software solution that includes a dispatching interface, an onboard vehicle operator interface, and a mobile phone application/web portal for passengers.
- An on demand service demand modeling study.
- Data migration and microtransit software product implementation.
- A fare payment software solution.
- Personnel training.
- Product technical support.
- (Additional Alternate respondents only) Premium on demand service operation.

C. The Contractor represents that its software has the ability to perform all the required tasks and functions set forth in the solicitation documents associated with the procurement of this Agreement including but not limited to the following functionalities:

D. All goods and work product delivered under this Agreement shall be delivered to the NCRTD in a form and format that is in a readily usable and accessible and that does not require additional software, licenses or the payment of any fees or charges to the Contractor or any third party. All Data shall be the property of the District and Contractor agrees to maintain the data in a secure fashion so that it is not lost or cannot be produced upon a demand for inspection of public records.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The NCRTD shall pay to the Contractor an amount not to exceed \$ _____ per year (exclusive of New Mexico Gross Receipts Taxes) for the software and services listed above.

The aforementioned amount is inclusive of Contractor expenses anticipated to be incurred in the performance of services in the Agreement such as copying, mileage, printing, travel, and per diem, telephone and computer research charges.

- B. Payment shall be made upon receipt from the Contractor of statements for all services or promptly upon the receipt of access to the software functionality provided by Contractor. All statements shall contain a detailed report of work performed and expenses incurred. Prepayment by public entities is generally not permitted under New Mexico law. Therefore, the delivery of service and timely billing thereafter is a condition precedent to any payment by NCRTD to Contractor.
- C. Payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the NCRTD to the Contractor.
- D. Contractor agrees to Refund to the NCRTD, in the same proportion as it was paid to the Contractor, expenditures under this agreement when determined by independent audit to be ineligible for payment.
- E. All payments shall be for the amounts stated in this Agreement and the NCRTD shall not pay on a time and materials basis for works or products delivered by Contractor.
- F. Annual escalation cap. The Contractor agrees to limit annual escalation for services and/or maintenance in the years following the initial term of this Agreement to a maximum of five percent.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the NCRTD for the performance of this Agreement. If sufficient appropriations and authorization are not made by the NCRTD, this Agreement shall terminate upon written notice being given by the NCRTD to the Contractor. The NCRTD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. By executing this Agreement, the NCRTD represents that it will make good faith efforts to ensure that sufficient money is budgeted and appropriated to make the payments that may become due for the work performed under this Agreement. However, by signing this Agreement Contractor hereby acknowledges and agrees that NCRTD is not responsible for ensuring that budgeted amounts will

be appropriated sufficient to pay any amendment, extension, or other charges beyond those set forth in Section 3 above.

5. TERM AND EFFECTIVE DATE

This Agreement shall be for one-year term for the services required to install and train NCRTD employees in the use of Contractor's software and for any maintenance. However, the parties anticipate that the NCRTD will appropriate funds and enter into extensions for four **(4) additional years** for the continued use and maintenance of the software once the training is complete and if the software and services meet the performance expectations of the District. The effective date that this Agreement begins shall be the date that NCRTD staff is trained to use the software.

6. TERMINATION

A. This Agreement may be terminated by the NCRTD for convenience upon thirty (30) days' prior written notice. There shall be no penalty to the District for early cancellation of this Agreement. Upon such termination, Contractor shall be paid for goods received and services actually completed to the satisfaction of NCRTD. With regard to services, the Contractor shall render a final report of the services performed to the date of termination and shall turn over to NCRTD originals of all materials prepared pursuant to this Agreement in a usable and accessible format that does not require additional software, licenses or the payment of any fees or charges to the Contractor or any third party.

- (1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the NCRTD original copies of all work product, research or papers prepared under this Agreement.
- (2) If compensation is not based upon hourly rates for services rendered, the NCRTD shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.
- (3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date of termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

- A. The Contractor and its agents and employees are independent contractors performing professional services for the NCRTD and are not employees of the NCRTD. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of NCRTD vehicles, or any other benefits afforded to employees of the NCRTD as a result of this Agreement.
- B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.
- C. Contractor is not an agent or employee of NCRTD and will not be considered an employee of NCRTD for any purpose. Contractor, its agents or employees shall make no representation that they are NCRTD employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the NCRTD's name or logo.
- D. Contractor shall have no authority to bind NCRTD to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding the NCRTD to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from the NCRTD provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

8. RECORDS/CONFIDENTIALITY

- A. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the NCRTD, except as otherwise provided by law. Notwithstanding the preceding agreement to keep materials

confidential the Contractor hereby acknowledges and agrees that the NCRTD may provide copies of any and all documents required to be made available for inspection and copying pursuant to the New Mexico Inspection of Public Records Act. Contractor is not required to provide NCRTD with any documents that are not work product or are not otherwise required in order to perform the scope of work or to comply with state and federal laws. Nothing herein shall be deemed to waive any claim of confidentiality by NCRTD or Contractor nor to compel production of documents or information other than as required by this Agreement or by law.

- B. Some documents may be subject to the requirements of the Privacy Act of 1974, 5 U.S.C. §552a. The Contractor agrees that it will at all times comply and assist the NCRTD in compliance with that law.
- C. Contractor expressly acknowledges and agrees that all goods and services delivered under this Agreement become the property of the NCRTD and that by delivering such goods and services that the Contractor waives and releases any claim to the work and the work product.

9. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. Contractor certifies that the requirements of the Governmental Conduct Act, (NMSA 1978, Sections 10-16-1 through 10-16-18), regarding contracting with a public officer, NCRTD employee or former NCRTD employee have been followed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the NCRTD. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the NCRTD. Contractor agrees that its principal officers and employees are to perform the scope of work under this agreement and that it will not unreasonably delegate work to subordinates.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the NCRTD, its officers and employees, from all liabilities, claims and obligations

whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the NCRTD to any obligation not assumed herein by the NCRTD unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

Contractor shall obtain and maintain at its own expense adequate insurance at all times during its performance of this Agreement.

- A. Contractor shall obtain and maintain Workers' Compensation insurance required by law to provide coverage for Contractor's employees throughout the term of this Agreement. Upon request, Contractor shall provide the NCRTD with evidence of its compliance with such requirement.
- B. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage of one million dollars (\$1,000,000) per occurrence.
- C. General Liability Insurance shall be in the amount of \$1,000,000 combined single limit and per occurrence shall name the NCRTD as an additional insured, and shall provide that the NCRTD will be notified no less than thirty (30) days in advance of cancellation;
- D. The NCRTD retains the right to require that Contractor obtain or provide proof of insurance, certificates of insurance, riders or addenda including documents listing NCRTD as an additional named insured if, in the NCRTD's opinion, the Contractor's work creates a risk or liability for the NCRTD that can be covered and insured without excessive cost or expense to the Contractor.
- E. Waiver of insurance requirements may only be performed in writing by the NCRTD's Executive Director and only if s/he is satisfied that the waiver will not result in substantial or unreasonable liability for the NCRTD.

13. INDEMNIFICATION

Contractor agrees to indemnify NCRTD to the extent permitted by law for the Contractor's acts and omissions under this Agreement and for such other liabilities as may be incurred by the NCRTD due to the Contractor's performance or failure to perform the services set forth in this Agreement. Contractor further agrees that nothing in this Agreement or any amendment or addendum hereto shall limit Contractor's liability for goods and services delivered pursuant to this

Agreement.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the North Central Regional Transit NCRTD in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The NCRTD and its “employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

A. By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the NCRTD and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

B. The Contractor acknowledges and agrees to the following:

“The DEPARTMENT and SUBGRANTEE acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the AGREEMENT, absent the express written consent by the Federal government, the Federal government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to the DEPARTMENT, SUBGRANTEE, or any other party (whether or not a party to the AGREEMENT) pertaining to any matter resulting from the AGREEMENT.”

16. RECORDS AND AUDIT

A. The Contractor shall maintain, throughout the term of this Agreement and for a Contractor shall maintain throughout the term of this Agreement and for a period of six (6) years thereafter records that indicate the date, time, and nature of the services rendered. Contractor shall make available for inspection by NCRTD all records, books of account, memoranda, and other documents pertaining to NCRTD at any reasonable time upon request. These records shall be subject to inspection by the NCRTD, the Department of Finance and Administration, and the State Auditor. The NCRTD shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the NCRTD to

recover excessive illegal payments.

- B. Contractor acknowledges and agrees to maintain all records for a period in excess for five (5) years from the date of the last expenditure by the District.
- C. Contractor agrees to maintain and secure the District's data during the term of this Agreement in a form and format that allows for compliance with any public records request made to the District. Contractor further agrees that upon termination of this Agreement any and all data of the District and District records generated by or using Contractor's software shall be returned to the District in a form and format, (including but not limited to PDF, CSV, and Excel spreadsheet) that is usable by the District and which allows for the proper preservation, and management of the District's records.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto. Any "Terms of Service" or similar requirements of the Contractor shall be agreed to by the parties and attached hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. DISPUTES/JURISDICTION

The parties agree that the jurisdiction and venue for the resolution of disputes under this Agreement shall be a court of competent jurisdiction in New Mexico and that the terms and conditions and enforcement of this Agreement shall be pursuant to the laws of the State of New Mexico.

23. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses. Notices may also be provided by electronic transmissions such as facsimiles or e-mails. However, the burden of proof to establish that notice was received shall be on the party electing to utilize electronic transmissions of notifications. Notice under this Agreement shall be deemed given on the day personally delivered or three (3) days after deposit in the United States Mail, first class postage pre-paid, or on the date received if sent by electronic mail. Notices by regular mail shall be sent to a party at the address set forth below:

North Central Regional Transit District

Anthony Mortillaro

Executive Director

1327 N. Riverside Drive

Española, NM 87532

An address may be changed by notification to the other party in writing delivered as specified for notices hereunder. Unless such notice is made, a party is entitled to rely on the address stated above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CONTRACTOR

_____, INC.

By: _____

Its: _____

Date: _____

**NORTH CENTRAL REGIONAL
TRANSIT DISTRICT:**

Anthony Mortillaro,
Executive Director

Date: _____

Approved as to form:

Peter Dwyer, Counsel

VIII. APPENDIX C – LETTER OF TRANSMITTAL FORM

Letter of Transmittal Form

RFP#:

Offeror Name:

FED ID#

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer: Name
Title
E-Mail Address
Telephone Number

3. For the person authorized by the organization to negotiate on behalf of this Offer: Name
Title
E-Mail Address
Telephone Number

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer: Name
Title
E-Mail Address
Telephone Number

5. Use of Sub-Contractors (Select one)
No sub-contractors will be used in the performance of any resultant contract OR
The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

- I acknowledge receipt of any and all amendments to this RFP.

Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

IX. APPENDIX D – ORGANIZATIONAL REFERENCE QUESTIONNAIRE

NCRTD, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to:

North Central Regional Transit District c/o Timothy J Mildren, CPO
1327 N. Riverside Drive
Española, NM 87532

by December 1, 2021 for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

RFP # 2021-009

ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned directly to North Central Regional Transit District, c/o Chief Procurement Officer via facsimile or e-mail at:

Name: Timothy J Mildren, CPO
Address: 1327 N. Riverside Drive, Española, NM 87532
Telephone: (505)629-4701
Fax: (505)747-6647
Email: timm@ncrtd.org

no later than December 1, 2021 and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Chief Procurement Officer listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

| | |
|---|--|
| Company providing reference: | |
| Contact name and title/position | |
| Contact telephone number | |
| Contact e-mail address | |
| Project description; | |
| Project dates (starting and ending); | |

QUESTIONS:

1. In what capacity have you worked with this Company in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise? _ (3 = Excellent; 2 = Satisfactory; 1 Unsatisfactory; 0 = Unacceptable) COMMENTS:

2. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) COMMENTS:

4. What is your level of satisfaction with documentation and/or materials produced by the vendor?_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff? _ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating? (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: Name:

Rating: Name: _____ Rating: Name:

Rating: COMMENTS:

7. How satisfied are you with the products developed by the vendor? (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied? COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied? COMMENTS:

10. Would you recommend this vendor's services to your organization again?

X. APPENDIX E - CERTIFICATIONS

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

8. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and

agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled out and executed by the Bid; if a corporation makes the bid, 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 Bidder 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
(Name of Affiant)

I am _____ of _____
(Capacity) (Name of Firm, Partnership or Corporation)

Whose business is _____

And who resides at _____

And that _____
(Give names of all persons, firms, or corporations interested in the bid)

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

OFFEROR FORM

Bidder shall complete the following form and include it in the Bid.

OFFEROR

By execution below by a duly authorized representative(s) of the Bidder, the Bidder hereby offers to furnish equipment and services as specified in its Bid submitted to the District in response to RFP 2021-008 Española Maintenance Facility Technology Wiring

Offeror:

Street address:

City, State, ZIP: _

Name and title of Authorized Signer(s): _

Name and title of Authorized Signer(s): _

Phone: _

Authorized signature: Date:

Authorized signature: Date: