

NORTH CENTRAL REGIONAL TRANSIT DISTRICT



Zero Emissions Bus Transition Plan

REQUEST FOR PROPOSAL #2022-001

Proposals are Due Thursday, May 26, 2022, by 4:00 PM MT

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 MT

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

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- An Offeror that is among the top scoring Offerors and is subject to further final evaluation prior to selection and Award of the contract.

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.

Offeror or Vendor - 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 manager..

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 generally on standard 8 ½ x 11-inch paper or a facsimile thereof in electronic format. Larger paper is permissible for charts, spreadsheets, etc. Electronic transmissions including e-mails are deemed “written.”

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The North Central Regional Transit District (NCRTD) is searching for a qualified vendor to create a Zero Emissions Bus Transition Plan. The NCRTD prefers the project to commence in June of 2022 and finish within 6 months.

The NCRTD, through action by its Board of Directors and Sustainability Plan, has made a commitment to reduce its emissions/carbon footprint within the region the NCRTD serves.

As buses are replaced, the NCRTD is committed to adopting the next generation of technology. In order to prepare for this shift, the NCRTD is seeking a Zero Emissions Bus Transition Plan that will:

- Develop a clear purpose and vision for the shift to zero emissions bus technology for the organization;
- Be future facing, thinking about long-term future of technologies;
- Be location specific, taking into account the unique environment of North Central New Mexico, including climate, availability of resources, costs, and policy and legislation impacting technologies;
- Evaluate existing and future NCRTD facilities at the Espanola Headquarters, Taos Operations and Maintenance Facility, and outlining garages to include Santa Fe, Edgewood, Mora, Cerro, Penasco and Chama in relationship to the transition to alternative fuel technologies; and
- Consider resiliency, flexibility, safety, long-term costs and ability to consistently and reliably deliver our services.

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 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.

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 June 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 Project will include two major phases with the following deliverables.

1. Technology Analysis and Recommendation

A thorough study of available technologies and their specific potential in relationship to the NCRTD service area and operations shall be conducted. The analysis should review:

full well-to-wheel lifecycle,
greenhouse gas emissions based on local grid energies,
how far it is necessary to move the fuel type
potential to generate the fuel type
on-site, impacts to service delivery,
reliability of technology,
available supply of power/ storage sources,
facility infrastructure impacts,
initial infrastructure cost,
annual operating cost analysis,
performance measures for different technology based on local conditions including availability of hydrogen fuel cell technologies (both for purchase and on-site generation),
electric rate structures,
anticipated costs over the next 20 years.

The Technology Analysis should explore multiple possible scenarios:

1. Battery Electric Buses with depot-only chargers
2. Battery Electric Buses with depot and on-route charges
3. Fuel Cell Electric Buses
4. Hybrid Electric/Hydrogen Buses
5. Compressed Natural Gas Buses
6. Liquid Propane Gas Buses
7. Combination of multiple fuel types to include fuel sources mentioned above and alternatives that may become available in the immediate future.

Enough analysis needs to be provided for NCRTD to make an informed decision about which technology to pursue or if a multi-technology approach will need to be utilized. A detailed memo of options to include pros and cons of each fuel source, along with a recommendation shall be provided to assist with the final decision-making for the NCRTD staff and Board of Directors.

2. Detailed Analysis and Implementation Plan

Upon determination of appropriate technology, a more detailed analysis will be conducted which provides NCRTD with specific, actionable implementation items.

The Detailed Analysis and Implementation Plan will include:

1. For Battery Electric Bus Recommendations:

- Identify useable battery capacity versus nameplate capacity and develop recommendations related to implementing an intelligent battery management system, including procurement considerations.
- Conduct a thorough fixed route route/block analysis. The route/block analysis will factor in consideration how the following dynamics will impact energy consumption and battery life in order to determine charging time throughout the day, length of charging time needed at each charging interval, where charging will occur and with what type of capacity, as well as bus and swap out needs, if any, for each individual route/block:
 - o Passenger loads;
 - o Road conditions including acceleration, deceleration, and grades;
 - Run time and headways;
 - o Driver behavior;
 - o Ambient temperature and seasonal temperature swings;
 - o Snow and ice; and
 - o HVAC systems loads and other auxiliary equipment.

Finally, the route/block analysis will provide detailed steps and recommendations for the NCRTD to follow as it plans and modifies routes and blocks in relationship to anticipating vehicle range and impacts to scheduling and service delivery.

- Recommend fleet specifications including but not limited to:
 - Range requirements;
 - Standardized charging plug ins;
 - Open data analytics;
 - First Responders Training
 - Fleet Technician training;
 - PPEs for Technicians
 - Operator training
 - Specialized equipment needs
 - Alternatives to diesel generator heating;
 - Telemetric requirements;
 - Operator displays and information;
 - Unique operator controls such as automated door interlocks, braking and acceleration controls; and
 - Charging specifications
- Identify the best charging infrastructure for each unique site including maintenance facilities, remote garages, transfer centers, Espanola Maintenance Facility, Taos Operations and Maintenance Facility, Santa Fe, Edgewood, Mora, Chama, Cerro and Penasco garages.
- Identify charging management which will allow identifying cost/usage for individual bus and charging events

Considerations include:

- o High powered DC charging stations;
- o Inductive charging opportunities;
- o Incorporation of level 2 chargers into the system;
- o Impacts on available space for different types of chargers; and
- o Backup storage of energy and/or redundant charging as contingency for primary failure.

• Develop a facility infrastructure plan that includes:

- o Electric service and panel needs/upgrades;
- o Coordination with other energy ecosystem needs at facilities;
- o Opportunities for solar and other distributed power energy generation to offset demand for additional energy; and
- o Parking layouts, footprint expansion and requirements for charging infrastructure as well additional fleet needed to operate same services.

• Create a resiliency plan for power outages that identifies options for additional on-site generation and or storage, partners or relationships that could provide alternative charging, and resilience of multiple charging locations with separate underlying grid implications.

• Develop a charging and parking rotation plan that avoids peak charging hours, minimizes demand charges, and identifies staffing considerations or technology needs for rotating buses. The plan will include a financial analysis of the impacts of peak shaving and load shifting as compared to unmanaged charging and identify rate structure. Changes that would make a significant difference in operational costs that NCRTD could work towards in partnership with the utility.

• Identify a plan for other fleet including paratransit vans, service vehicles, and/or other vehicles as applicable.

For Fuel Cell Electric Bus Recommendations:

Recommends fleet specifications including but not limited to:

- o Range requirements;
- o Standardized plug ins;
- o Open data analytics;
- o First Responders Training
- o Fleet Technician training;
 - o PPEs for Technicians
 - o Operator training
 - o o Specialized equipment needs
 - o o Alternatives to diesel generator heating;
 - o o Telemetric requirements;
 - o o Operator displays and information;
 - o o Unique operator controls such as automated door interlocks, braking and acceleration controls; and
 - o o Fueling specifications

- Recommends hydrogen sources and/or electrolyzing with an eye towards minimizing greenhouse gas emissions from well-to-wheel and costs as well as safety and capacity of the organization.
- Develop a facility infrastructure plan for each garage that includes:
 - o Electric service and panel needs/upgrades;
 - o Coordination with other energy ecosystem needs at facilities;
 - o Site layout impacts and footprint expansion requirements;
 - o Parking and fueling implications;
 - o Safety considerations; and
 - o Zoning requirements as applicable.
- Create an energy storage or generation resiliency plan that identifies options for additional on-site generation and/or storage, mobile charging units as necessary, partners or relationships that could provide alternative charging, and resilience of multiple generation and storage locations.
- Develop a full cost analysis that considers Hybrid electric or hybrid hydrogen, Compressed Natural Gas, Liquid Propane Gas, Hydrogen source/generation costs, facility infrastructure modifications, operations and maintenance costs, and replacement cycles for vehicles and infrastructure, security requirements, as well additional staffing and training needs.
- Identify a transition plan for all fleet including transit buses, paratransit vans and/or other vehicles as applicable to include commuter and support vehicles.
- Develop a full cost analysis and comparison of vehicles that considers rate structures by fuel type and their impacts on operational costs, additional rolling stock requirements, facilities modifications, operation and maintenance costs, and replacement cycles for vehicles, as well additional staffing needs for each fuel source.
- Examine the impact of the transition on the NCRTD current workforce by identifying skill gaps, training needs, and retraining needs of the existing workers to operate and maintain zero emission vehicles and related infrastructure and avoid displacement of the existing work force.
- The Plan must meet the standards expressed by the Federal Transit Administration for Fleet Transition Plans for Zero Emissions for Grants for Buses and Bus Facilities competitive and Low or No Emission Programs.
- It is expected that presentations of the final draft plan will be made to the NCRTD Sustainability Committee and the Board of Directors.

D. DELIVERABLES

Deliverables shall include all documents described herein as goals of the project as contained in this solicitation. The NCRTD desires the successful firm to submit robust data deliverables coupled with (if requested) visual project presentations. The following deliverables are suggested by NCRTD as the logical outcomes of the required services described above.

However, the Contractor is welcome to suggest an alternative set of deliverables that reflects the nature of their proposed planning process.

1. Executive Summary
2. Needs Assessment Report
3. Technical Analysis Report
4. Detailed Analysis Report
5. Implementation Plan
6. Funding Strategies
7. All data and information generated through this process of the Zero emissions transition plan.
8. All milestone reports and documentation corresponding to invoices for deliverables as required by Federal, State and NCRTD

All deliverables shall be the property of the District and the offeror agrees to give such written assurances as the District deems necessary to assure that the District may continue to use all deliverables into perpetuity.

Each deliverable shall be transmitted to NCRTD in draft form and will be subject to a two-stage review process. NCRTD staff will review the draft and advise the Contractor of needed changes. When the changes have been made, the Contractor will be advised to produce a draft for Board of Directors presentation and review. Additional changes to the document may be required after the Board of Directors process.

Media and file formats: Reports shall be delivered to NCRTD in a current version of Microsoft Word. Presentations shall be produced and delivered in Microsoft Power Point, and public versions will be delivered in .pdf format.

All reports are to be dated and identified as either draft or final, as appropriate. Submittal of final reports shall be accompanied by the files, in their native format, that were used to generate graphics displayed in the reports.

Reports shall be dated and identified as either draft or final, as appropriate. Submittal of final reports shall be accompanied by the files, in their native format, that were used to generate graphics displayed in the reports.

E. TIMETABLE AND BUDGET

At the time of submission, the Offeror shall produce a project timetable with a projected commencement of work of July 1, 2022. The implementation of the platform 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 offeror shall 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.

F. 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:	Zero Emission Bus Plan RFP #2022-001
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 are subject to change by addendum of the CPO where a change in the timeline or extension is in the best interest of the District.

Action	Responsible Party	Due Dates & Time Frames
RFP Release	NCRTD	April 29, 2022
Deadline to Submit Questions	Potential Offerors	May 6, 2022
Written Response to Questions Due	NCRTD	May 11, 2022
Submission of RFPs	Potential Offerors	May 26, 2022
Evaluation of Proposals	NCRTD	May 27 – June 2, 2022
Selection of Finalist	NCRTD	June 2, 2022
Recommend Contract Award to Board	NCRTD	June 3, 2022
Notice of Intent to Award, Right to Protest	NCRTD/Finalist Offerors	June 18, 2022
Finalize Contractual Agreements	NCRTD/Finalist Offerors	July 1, 2022
Commencement of Work	Contractor	July 1, 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 Friday, April 29, 2022.

2. Question Submittals

Potential Offeror(s) are encouraged to submit written questions prior to the date indicated in the Sequence of Events table above to allow Offerors enough time to complete a responsive and responsible offer. Questions submitted after the deadline will not 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 at timmm@ncrtd.org and copied to delilahg@ncrtd.org 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 or designee. Questions emailed shall be clearly labeled “IMPORTANT- [NAME OF OFFEROR] RFP#2022-001 QUESTION”

4. Response to Written Questions

Written responses to questions received will be answered by the CPO or designee 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 4:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON THURSDAY, MAY 26, 2022. 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 Zero Emissions Bus Transition Plan RFP#. 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 #2022-001– 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 #2022-001 and have the offeror’s 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, interviews with offeror service 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 award of contracts is approved by the Board and will end at 5:00 pm Mountain Standard Time/on Saturday, June 18, 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. Response to Contract Terms and Conditions – Must Include Statement of Concurrence

- e. Offeror's Additional Terms and Conditions
 - f. Response to Specifications
 - g. Organizational Experience
 - h. Key Staff Disclosure and Resumes
 - i. Three (3) Organizational References- Must be received on or before Friday, May 20, 2022
 - j. Certifications
 - k. 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. Completed Cost Analysis of Pricing of product and workmanship. The price lists shall include a detailed breakdown of the pricing for completion of the project based on the scope of work and must include all taxes related to the project.
 - b. Within each section of the proposal, offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #3 on the cost response section.
 - c. The proposal summary may be included by potential offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

C. SPECIFICATIONS

Offerors should respond in a thorough narrative to specifications 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 Friday, May 20, 2022 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

If selected as a finalist and if deemed necessary by the Evaluation Committee, 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 an opportunity for the Evaluation Committee to ask questions, seek clarifications.

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 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 and Staff Experience	25 Points
Experience: - Vendor's Background - Vendor's completion of plans for Rural Public Transportation providers - Vendor's capability to provide services as required in the project scope and deliverables	40 Points
Organizational References:	15 Points
Cost Proposals:	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. 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. Subcontractors may be authorized in the District's sole discretion pursuant to the terms of the contract awarded to the Offeror.

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 to the extent permitted by law 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 takes legal action to prevent the disclosure. 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 shall contain 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 substantive 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 to the extent indicated in the 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 or a violation of State or Federal laws, regulations or grant agreements.

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 need 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 CPO 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 CPO.

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 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.

As stated above 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

To the extent permitted by law, 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 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 of 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 resulting 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 the resulting 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 the resulting 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 resulting 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. 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.

37. 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

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

**APPENDIX B
SAMPLE CONTRACT**



PROFESSIONAL SERVICES AGREEMENT

This agreement (“Agreement”) is entered into as of this ___ day of _____, 2022, by and between (Full Legal Name of Corporation) doing business _____ (“Contractor”) and the North Central Regional Transit District (“NCRTD” or “District”).

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

WHEREAS, the NCRTD has adopted its own procurement policy pursuant to the powers and authority granted to it under the Regional Transit NCRTD Act a copy of which can be reviewed at:

<https://www.ncrtd.org/uploads/files/NCRTD%20Procurement%20Policy%2020190906.pdf>; and

WHEREAS, NCRTD issued Request for Proposal No. 2021-001 (the “RFP”) on April 29, 2022 soliciting proposals for services as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP and was awarded a contract on _____; and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was deemed qualified to perform the work; and

WHEREAS, the NCRTD wishes to retain Contractor to perform the work described below; and,

WHEREAS, pursuant to the NCRTDs Procurement Policy the Contractor has held itself out as possessing the personnel, experience and knowledge necessary to perform the services described in implementing the scope of work and contained within the solicitation promulgated by the District.)

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 services set forth in the Scope of Work in the RFP to the NCRTD. All services listed below shall be inclusive of work, and work product:

- A. Scope
- B. Deliverables

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 _____ **exclusive of NMGRT** for services referred to 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 at the normal rate for such expenses charged by the Contractor to its other clients. Per diem and mileage expenses shall not exceed the amounts provided in the Per Diem and Mileage Act or as set forth below.
- B. Payment shall be made upon receipt from the Contractor of statements in accordance with the tasks outlined in the Contractor's proposal. Billing shall be paid for work performed at the rate shown on the attached "Cost Proposal" dated _____. 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. 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.

4. TAXES

Contractor shall be responsible for remittance of the NMGRT levied on the amounts payable under this Agreement. 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.

5. 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. Contractor shall be paid for all work satisfactorily completed prior to receipt of the notice of termination or non-appropriation. 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.

6. TERM AND EFFECTIVE DATE

This agreement shall not become effective until approved by the North Central Regional Transit NCRTD. This Agreement shall terminate on June 30, 20__, unless terminated pursuant to paragraph 7 below, or extended by mutual agreement in writing for up to six (6) additional months.

7. TERMINATION

A. This Agreement may be terminated by the NCRTD for its convenience upon ten (10) days' written notice. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of NCRTD. 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.

(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.

8. 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.

9. 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.

10. 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. In addition, the Contractor expressly represents it is in compliance with the following.

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16-1 et seq. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
 - 1. in accordance with NMSA 1978, Section 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any District employee while such employee was or is employed by the District and participating directly or indirectly in the District's contracting process.
 - 2. this Agreement complies with NMSA 1978, Section 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
 - 3. in accordance with NMSA 1978, Section 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose

official act, while in State employment, directly resulted in the District's making this Agreement;

4. this Agreement complies with NMSA 1978, Section 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, Section 10-16-9(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the District's Procurement Policy; and
 5. in accordance with Section NMSA 1978, 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and in accordance with NMSA 1978, Section 10-16-3 and Section 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the District.
- C. Contractor's representations and warranties of this section are material representations of fact upon which the District relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the District if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 9 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the District and notwithstanding anything in the Agreement to the contrary, the District may immediately terminate the Agreement.

11. 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. Prior written approval of the District is required for any subcontracted services. In addition, the Contractor acknowledges that the NCRTD may use federal funds and if so, it may be a subgrantee requiring external approvals of any subcontracts under this Agreement. 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.

12. 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.

13. 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. Automobile Liability Insurance shall be in amount at least equal to the minimum required by state law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement, shall name the 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. 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.
- E. The NCRTD retains the right to require that Contractor obtain or provide proof of insurance, certificates of insurance, riders or addenda including documents listing NCRTD as an additional named insured if, in the NCRTD's opinion, the Contractor's work creates a risk or liability for the NCRTD that can be covered and insured without excessive cost or expense to the Contractor.
- F. Waiver of insurance requirements may only be performed in writing by the NCRTD's Executive Director and only if s/he is satisfied that the waiver will not result in substantial or unreasonable liability for the NCRTD.

14. INDEMNIFICATION

Contractor agrees to indemnify NCRTD to the extent permitted by law for the Contractor's negligent acts and omissions under this Agreement and for such other liabilities as may be incurred by the NCRTD due to the Contractor's negligent performance or failure to perform the services set forth in this Agreement.

15. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the 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.

16. THIRD PARTY BENEFICIARIES

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

17. DELIVERABLES, RECORDS AND AUDIT

- A. All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of District as works for hire. Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of District. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the District
- B. 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 three (3) 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.

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the NCRTD. 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.

19. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

20. 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.

21. 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.

22. 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.

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:

Anthony Mortillaro
Executive Director
1327 N. Riverside Drive
Española, NM 87532
anthonym@ncrtd.org

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.

24. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico without regards to conflicts of law principles. Venue shall be in the First Judicial District, State of New Mexico.

25. REPORTING REQUIREMENTS

Contractor agrees to provide all information required pursuant to this agreement including but not limited to:

- A. Disadvantaged Business Enterprise (DBE) Certification information. Contractor shall provide all the information required to assist the NCRTD or the State of New Mexico regarding DBE compliance including the certification form or a declaration by the Contractor that it is not a DBE.
- B. Any time the Agreement calls for the provision of information that is electronic in nature and usable by the NCRTD as part of its Graphic Information Systems (GIS), Contractor shall provide the data in a form and format that will facilitate the NCRTD's use of the data in its GIS maps and systems.
- C. In addition to any bound and unbound copies of reports the Contractor shall be required to deliver at least one electronic copy of all deliverables in an editable format and one copy in a pdf format.

26. COMPLIANCE WITH FEDERAL RESTRICTIONS

The Contractor acknowledges and agrees that contracts such as this Agreement which may be funded with, or implicate federal laws, grant requirements and restrictions are subject to state and

federal requirements and compliance above and beyond the express terms set forth in this Agreement and that Contractor has made independent inquiry and satisfied itself that it may perform the work required under this Agreement while, at all times, maintaining compliance with said restrictions. Express requirements and restrictions include but are not limited to:

- A. All requirements of the FTA funding program whether express or implied.
- B. Federal Funds received by the NCRTD shall be used solely for activities described in the Scope of Work.
- C. Federal Funds shall only be allocated for payment of eligible costs as set forth in this Agreement and as detailed in 2 CFR 200 and 1201, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” and Executive Order 12372.
- D. Pursuant to Appendix II to 2 CFR 200 The following listed mandatory federal provisions may apply to this Agreement if the District utilizes federal funding or seeks federal reimbursement of funds expended:

All contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

No Government Obligation to Third Parties

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

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

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

Access to Records

Contractor agrees to provide NCRTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In accordance with 2 CFR 200.333, Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Federal Changes

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

Civil Rights

The following requirements apply to the underlying contract:

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

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

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

(ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §

5332, Contractor agrees to refrain from discrimination against present and prospective age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

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

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

Disadvantaged Business Enterprise (DBE)

This contract is covered under New Mexico Department of Transportation's Disadvantaged Business Enterprise Plan and the Contractor agrees to provide any information and data required by the NCRTD in order for the NCRTD to include the work performed under this Agreement in the State's DBE reporting.

Disadvantaged Business Enterprise (DBE) Policy.

- A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2018 fiscal year is 15%, through race-neutral means.
- B. The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Project. Failure by the Subrecipient to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the Subrecipient signs with a contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- C. The Subrecipient agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. DOT assisted contracts. The Subrecipient will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- D. The Subrecipient is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the awarded contractor's receipt of payment for that work from the Department.
- E. The Subrecipient must promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work and must make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subrecipient may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

Subcontractors and Assignors of FTA funds must meet applicable Disadvantaged Business Enterprise (DBE) Program requirements when funds are used in whole or in part to finance procurements for applicable products and services. To that end, Subcontractors with contracting opportunities must sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients*.

Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220, 2 CFR 200.318, and subsequent revisions are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event

of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NCRTD request, which would cause NCRTD to be in violation of the FTA terms and conditions.

Energy Conservation

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

Termination Provisions

a. Termination for Convenience: PURCHASER may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to PURCHASER to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to PURCHASER, the CONTRACTOR will account for the same, and dispose of it in the manner PURCHASER directs.

b. Termination for Cause: If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, PURCHASER may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by PURCHASER that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or beyond the control of the CONTRACTOR, PURCHASER, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure: PURCHASER in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

Governmentwide Debarment and Suspension

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify NCRTD so that it can notify the Federal Government. The Contractor must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the

accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

Lobbying Restrictions

Contractor agrees to:

- a. Refrain from using Federal assistance funds to support lobbying,
- b. Comply, and assure the compliance of each third party contractor at any tier and each subcontractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
- c. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

Clean Air

a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water

a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§1251 through 1377. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA

Patent and Rights in Data.

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

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

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

(i) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released however, does not apply to any contract with an institution of higher learning.

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

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

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

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

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

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

(vi) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated

into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

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

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

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

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

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

b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide,

through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

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

Recycled Products

To the extent applicable, Contractor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

Federally Required Certification(s)

Lobbying

[Remainder of Page Left Intentionally Blank]

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

North Central Regional Transit District:

Anthony Mortillaro, Executive Director

Date: _____

CONTRACTOR:

Date: _____

NM Taxation & Revenue CRS No. _____

Local Business Reg. No. _____

APPROVED AS TO FORM:

Peter Dwyer, Purchaser Legal Counsel

VIII. APPENDIX C

APPENDIX C

LETTER OF TRANSMITTAL FORM

APPENDIX C *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

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 May 20, 2022 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.

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: timmm@ncrtd.org

no later than Friday, May 20, 2022 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:

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

4. What is your level of satisfaction with 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

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:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
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 2022-001 Zero Emissions Fleet Analysis and Transition.

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: