

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

REQUEST FOR PROPOSALS (RFP)

Multi Modal Taos Transit Facility Siting Study



RFP #2022-003

July 8, 2022

Due back August 12, 2022 at 4:00 pm Mountain Time

I. DEFINITIONS OF TERMINOLOGY AND ABBREVIATIONS

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations. All words capitalized for non-grammatical purposes shall have the meaning contained herein or that definition given in the District's October 2, 2020 Procurement Policy. To the extent there is a conflict the definitions contained in this solicitation shall take precedence.

Award- The final execution of the contract document.

Confidential- Confidential financial information concerning offeror'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 qualifications 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 the District.

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 Offerors' proposals.

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.

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.

NCRTD- The North Central Regional Transit District, also referred throughout the document as “the District” or “the RTD.”

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

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- An offeror who has submitted a responsive proposal and who has furnished, 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.

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 Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the CPO in such cases.

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.

Transit Oriented Development (TOD)- real estate development including a mix of commercial, residential, office, and entertainment centered around or located near a transit station.

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.

Written- Means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc. E-mail communications are permitted as long as there is a written confirmation of the receipt of said e-mails. Responsibility for the proof of delivery or receipt of an e-mail shall be with the party sending the e-mail.

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II. OVERVIEW OF PROJECT

A. PURPOSE AND GOAL:

The North Central Regional Transit District (the District) operates public transit services and owns property in the community of Taos. Nestled along the Sangre de Cristo Mountain range approximately forty miles south of the Colorado border, the Town of Taos serves as a centralized hub for all regional, fixed route public transit services operated by the District within this area of the service district. Five regional commuter routes with service to outlying rural communities originate and terminate in Taos, while one local route, called the 340 Chile Line, provides transportation locally along the primary corridor through the town. During the ski season the District provides service on a seasonal route, the 341 Taos Ski Valley Green, from the Town of Taos to the Taos Ski Basin. Finally, the District operates an on-demand service called the Chile Ride within a two-mile radius of the Chile Line. This service is available for use by both paratransit-eligible riders as well as the general public.

While the District is in the midst of constructing a permanent operations and maintenance facility for the Taos domicile, there is currently no established passenger multi-modal transit facility in the area. As the RTD continues to grow its services and workforce in the region, it will be necessary to distinguish appropriate potential locations, identify mutually advantageous partnerships, determine short- and long-term costs, and plan, develop, and construct a passenger transit facility that adequately meets the needs of RTD patrons both in the present and for years to come.

In addition to exploring the feasibility of developing a multi-modal transit facility in the Town of Taos, the District wishes to better understand the potential legal, financial, and operational implications and benefits of including additional features commonly paired with transit facilities in transit-oriented developments, such as commercial and residential units within the development. However, providing a functional passenger transit center with an appropriate use case is the primary objective of this solicitation. The District will need to better understand the short-term and long-term costs and sources of funding before engaging in the next steps of the project.

The District seeks responses to this Request for Proposals (RFP) from consulting firms qualified and experienced in transit facility and transit-oriented real estate development and feasibility projections for these types of projects.

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

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

In January 2008, the District hired a Contractor to expand and update the Transit Service Plan for the proposed usage of the Regional Transit Gross Receipts Tax (RTGRT). In April 2008, the District's Board approved the RTGRT resolution adopting a 1/8 of one percent tax, and in November 2008, the public voted for approval of the RTGRT in all four counties of its service area. In the 2018 General Election the district asked the voters to reauthorize the RTGRT which was affirmatively approved by a 74% yes vote.

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

Presently, the District operates 26 fixed and commuter routes regionally; one Dial-A-Ride service in the Pojoaque-Nambe area; one paratransit service in the Town of Taos (Chile RIDE); one demand response 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, where the Chile Ride is operated). All fixed routes are fare-free.

The District's assets consist of an administrative facility and light maintenance garage in Española and a fleet maintenance garage and dispatch facility in Taos. The District has a fleet of 61 buses, paratransit vehicles, and an additional support fleet. The District 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 District 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 District utilizes over 420 bus stops, approximately 75 of which are equipped with additional amenities such as shelters, solar lighting, real-time arrival displays, 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 August 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 calendar year 2023.

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. SCOPE OF WORK

The District seeks a consultant to help identify potential sites in the Town of Taos that can be developed into a multi-modal transit center and park and ride. The Offeror shall identify a minimum of two (2) and a maximum of four (4) candidate sites which could potentially align with the short- and long-term needs and priorities of the District.

The District's non-exhaustive criteria for selecting a preferred site include:

- Sufficient space for the logistical aspects of operating a transit center, including adequate number of spaces for transit vehicles, entrance and egress of transit vehicles to and from the site, and proximity to existing transit corridors and amenities.
- Minimal negative externalities or conditions having a detrimental effect on the District and the operation of its services
- Adequate space for commuter parking
- Adequate space for a fully realized Transit Oriented Development, which could include residential and/or commercial development
- Proximity to potential trip generators and destinations
- Potential for joint development in partnership with private, public, and non-profit organizations, particularly organizations that align with the mission and vision of the District or serve a similar cross section of the community as the District
- Potential for revenue generation or cost offset for the District. For example, parking fees, concessions, or leasing.
- Potential for future expansion of transit services in alignment with the long-range goals and priorities of the District, as identified in its Long-Range Strategic Plan (available on the District's website)

Work performed by the selected Offeror shall include:

1. **Task 1: Existing Conditions Analysis**

The selected Offeror shall prepare an analysis of existing real estate market conditions within the Town of Taos and demand for mixed-income (affordable and/or below-market and/or market) rental units and commercial units. Offeror shall establish existing real estate market conditions and assess present and future development shortfalls of the Town of Taos and Taos County. Offeror is encouraged to form conclusions by utilizing existing studies prepared by local municipalities and/or planning organizations, such as the Town of Taos 2022 Comprehensive Plan, rather than preparing studies from scratch. Data collected and analyzed should include demographic information in addition to residential and commercial real estate market data. The analysis should identify gaps in local development needs and identify potential opportunities for partnership with private developers, social service agencies, municipal entities, etc.

2. **Task 2: Public Engagement Plan and Outreach**

The selected Offeror shall develop a public engagement plan to maximize input from the entire community by detailing how input will be gathered through public input meetings

(online and in person), public input surveys (digital and paper), stakeholder interviews and statistically valid surveys, along with any other proposed methods.

The consultant shall furnish the following deliverable(s) under this task item:

- Public engagement plan detailing the public input methods and timeline
- Analysis of the statistically valid survey and all raw data and editable graphs
- Schedule and conduct stakeholder interviews and develop summaries and analysis of the stakeholder interviews
- Summaries and analysis of public input sessions
- Text and graphics for the project website, which will be hosted on the District's website, and social media posts.
- Meeting materials and all content for the public input rounds

3. Task 3: Capacity Analysis

Offeror shall identify a minimum of two (2) and a maximum of four (4) candidate sites which could potentially align with the needs and priorities of the District. Once a list of potential sites has been selected, the Offeror shall perform a capacity analysis of shortlisted sites in the Town of Taos for the development, type, and size of proposed facility. The analysis will identify any factors of the identified candidate sites related to the construction, maintenance, and administrative oversight of a transit facility or transit-oriented development. An analysis of each site's characteristics should be completed, identifying potential barriers to the feasibility of the project. Physical limitations to the development of the proposed sites, and other off-site considerations and impacts including right of way, utilities, and amenities should be considered.

Consideration should be given to ensure the District can continue delivering public transit services in the Taos region quickly and efficiently, with a focus on future transit service design and frequency. The Offeror shall consider proximity to existing transit corridors and amenities, as well as proximity to high demand destinations including (but not limited to) grocery stores, medical services, municipal offices, social services, higher density developments and/or neighborhoods, moderate to low-income neighborhoods, centers of employment, and tourist destinations.

The Offeror shall also prepare a Title VI and equity analysis for each of the candidate site(s) to determine the potential impacts to minority, low income, disabled, and limited English speaking populations. The analysis shall quantify and evaluate any effects, detrimental or otherwise, of land acquisition, population displacement, and service delivery of each site. Site candidates found to adversely affect the aforementioned populations will likely not be considered further for development by the District.

4. Task 4: Preliminary Design

Offeror shall provide conceptual renderings, schematics, and diagram(s) that clearly indicate proposed structure heights and massing, infrastructure layout, site circulation, parking program, and distribution of land uses for the selected site. A table that quantifies the mix and distribution of proposed Site uses including office, retail, service, and commercial square

footages, number of residential dwelling units, number of parking spaces, public/private open space square footage, etc. shall be included.

Due to the unique historic, cultural, and architectural context of the Town of Taos, local zoning code and design guidelines should be considered when proposing materials and preparing conceptual design documents. The District wishes the project to be an asset that conforms to the cultural fabric and identity of the community. Any real estate development considered by the District must meet basic building code requirements, design and development best practices, and prevailing standards for infrastructure. Inclusion of stakeholder input, including from local government officials, citizens, businesses, and relevant State organizations will be performed at the time of site analysis, selection and conceptual development and should be anticipated by the Offeror.

5. Task 5: Cost Estimate

The selected offeror will develop an estimate of all costs related to site acquisition, site development, construction, management, and long- and near-term maintenance. The Offeror will provide a Real Estate Development Plan including a business plan for the cost of developing the property with a breakdown of cost categories such as architectural and engineering services, site work, grading, landscape, utilities, and construction costs. Based on the site plan and building layouts, a conceptual level cost estimate will be developed using cost per square foot factored for the various functional building and site areas and using prevailing local construction cost factors.

Lifecycle operating and maintenance costs are to be included in the cost estimate. The Real Estate Development Plan shall determine whether the project produces sustainable cash flow for operation, full lifecycle costs to include short and long-term maintenance, and if the site allows for further development, investment in future District projects. The Offeror should also prepare lease concepts if the study determines that the site can accommodate residential or commercial units. Mixed use of the site, including commercial and residential leasing, shall be considered, but the primary goal is to provide a park and ride and transit center; commercial and residential uses shall be included as a supplement only.

6. Task 6: Financing scenarios

The selected Offeror shall prepare financing scenarios for the acquisition and development of the site, including tax credits, NCRTD financing, grants, public-private partnerships, specialized grant programs, and federal or State of New Mexico incentives. Generate a budget and funding plan for the transit center, which shall include estimates for each phase of the project alongside necessary cash flow per annum.

D. PROJECT DELIVERABLES

Deliverables shall encompass all aforementioned Scope of Work (SOW) segments. The District desires the successful firm to submit data rich deliverables coupled with visual project presentations that show facility planning and needs assessment conclusions. As the project SOW indicates, future site use and development are integral components. The successful firm shall promote areas of concern associated with future planning of each potential location.

Secondly, the District desires facility and site planning drawings for each area identified as having potential for use as a passenger transit facility while also identifying potential strengths and weaknesses of candidate sites.

Studies shall include the following:

1. Executive Summary
2. Existing Real Estate Conditions Assessment Report and Recommendations
3. Title VI and Equity Analysis
4. Facility Program Report
5. Schematic Plan(s)
6. Elevations
7. Cost Analysis
8. Funding Strategies
9. 5, 10, and 30-year plans
10. Leasing Policies, if applicable
11. A conceptual model of any public/private partnering for the development and management of the property
12. Summary of recommendations and findings from the study to support the recommendations
13. Any additional documentation not mentioned above pertinent to the study

Each deliverable shall be transmitted electronically to the District staff managing the project in draft form and will be subject to a two-stage review process. The Project Management Team and District staff will review the draft and advise the Offeror of needed changes. When the changes have been made, the Offeror will be advised to produce a draft for Board of Directors presentation and review. Additional changes to the document may be required after feedback is solicited from the Board of Directors.

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

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. MEETINGS AND PRESENTATIONS

In addition to meetings required to perform previously mentioned tasks, the Offeror will facilitate and participate in the following meetings and presentations as outlined below:

1. Meetings with the project manager, as needed (weekly, bi-weekly, or monthly)
2. Meetings with the project management team, as needed (weekly, bi-weekly, or monthly)
3. Meetings with Town and County officials and other stakeholders, as needed

4. A kickoff meeting to ascertain various stakeholder concerns
5. Presentations to the District Board
6. Monthly progress reports

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: Taos Transit Facility Siting Study
RFP# 2022-003
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 to this solicitation. Changes to any requirement of the RFP will be made as an addendum to the RFP and will be distributed to each interested party and posted on the District's website. 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 the 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

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The CPO will make every effort to adhere to the following schedule. All dates are within calendar year 2022.

Action	Responsible Party	Due Dates
RFP Issued	NCRTD	July 8
Questions, Requests for Clarifications due	Potential Offerors	July 22
Responses to Questions and Clarifications Due	NCRTD	July 29
References Due (4:00 PM MST)	Potential Offerors	August 5
Proposals Due (4:00 PM MST)	Potential Offerors	August 12
Proposal Evaluations Completed	NCRTD	August 24
Anticipated Award by Board of Directors	NCRTD	September 2
Protest Deadline	NCRTD	September 17
Finalize Contractual Agreements	NCRTD/Finalist Offeror	September 30
Commencement of Work	Selected Offeror	October 3

B. PROJECT BUDGET AND TIMETABLE

At the time of submission, the Offeror shall produce a project timetable with a projected commencement of work of October 2022. The desired timetable for project completion is six months from the date of contract execution. Offerors may, however, propose a longer timeline if they feel the proposed work cannot be completed within the six-month period. 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 Project Manager to monitor project implementation and financial performance and take corrective actions in a timely manner.

C. EXPLANATION OF EVENTS

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

1. RFP Issued

This RFP is being issued on behalf of NCRTD as indicated in the sequence of events.

2. Question Submittals

Potential Offeror(s) are encouraged to submit written questions prior to the date indicated in the sequence of events to allow enough time to submit a responsive and responsible proposal.

All written questions will be addressed in writing on the District's website by the date listed in the Sequence of Events. The submission of questions is not a prerequisite for submission of a proposal.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the CPO as to the intent to provide clarification of this RFP until close of business (5 P.M. MST) the day indicated in the sequence of events. All written questions must be addressed to and will be responded to by the CPO.

Questions emailed shall be clearly labeled "**IMPORTANT- [NAME OF OFFEROR] RFP# 2022-003 QUESTION**"

4. Response to Written Questions

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

5. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW BY THE EVALUATION COMMITTEE NO LATER THAN 4:00 PM MOUNTAIN STANDARD TIME ON August 12, 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-F. Statements and Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Taos Transit Facility Siting Study RFP #2022-003. 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 timmm@ncrtd.org or submitted via USB drive (see option #4 below).

If emailed, the subject line shall be labeled:

PROPOSAL SUBMITTAL – NCRTD RFP #2022-003 – 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 #2022-003 and have the offerors name, address, and contact number. Please ensure that the 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.

7. Proposal Evaluation

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.

8. Selection by Evaluation Committee

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received.

The Evaluation Committee 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 evaluation form.

If necessary, interviews with up to three (3) of the highest ranked firms may be scheduled and conducted by the Evaluation Committee to further differentiate among respondents’ 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. Due to the COVID-19 pandemic, all interviews will be conducted electronically via video conference.

Based on the Evaluation Committee’s ranking of the proposals, in conjunction with the results of interviews, the highest ranked firm will be notified by the District’s CPO of an intent to award the contract and will enter contract negotiations for the project.

The District reserves the right to reject any or all submissions if deemed in the best interest of the District or if the proposals do not comply with the requirements set forth in this RFP. In the same manner, the District reserves the right to waive any irregularities or technicalities when it deems the public interest will be served.

9. Negotiation with Finalists

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.

10. Award

If, and when, the District and the selected firm 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 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.

11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. ONLY protests delivered directly to the CPO in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. **The 15-calendar day protest period shall begin on the day the approval to award of contracts is received by the Board.** 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 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.
 - a. 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

Proposal Content and Organization

Offerors shall submit one (1) original-unbound and two (2) bound paper copies of their proposal OR one (1) electronic copy via thumb drive or similar format submitted in accordance with the requirements listed in IV.A. The submittals must include the following:

1. Letter of Interest
 - a. The Letter of Interest shall be addressed to Anthony J. Mortillaro, Executive Director and must, at a minimum, contain the following:
 - i. Identification of the offering firm(s) and proposal contact, including name, address, telephone and facsimile numbers, email, and firm web site.
 - ii. Name, title, and contact information for vendor representative who will be the point of contact on all issues regarding this solicitation.

- iii. A statement affirming that the proposal shall remain valid for a period of at least 90 days from the date of submittal or Proposal due date, whichever occurs last.
- iv. Signature of person authorized to bind the offering firm to the terms of the proposal.

2. Qualifications and References

- a. Describe the company, including history, mission and nature of work, number of employees and office location(s).
- b. Qualifications and capabilities of the staff to be assigned to NCRTD's contract including licenses, certifications, past project assignments, and years of experience.

3. Experience and Capacity

- a. Provide a minimum of three clients, preferably public transit or governmental agencies, that the firm has provided services similar in scope to the requirements listed here within. Provide the address, phone number, email (if available) and contact name for the clients. Provide name(s) of staff from proposing firm assigned to the project.

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; (5) Staff assigned to referenced engagement that will be designated for work per this RFP; and (6) Client project manager name, telephone number, fax number and e-mail address.

- b. References must be submitted in accordance with the sequence of events above. 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 August 5, 2022 by 4 pm Mountain Standard Time for inclusion in the evaluation process.

Organizational references that are not received or are not complete may adversely affect the vendor'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.

- c. Discussion and evidence of successful Transit Facility and/or Transit Oriented Development Siting Studies that Offeror has developed. Offeror

must state what measurements were used to determine that the Plans have been successful.

4. Understanding of Major Work Elements and Project
 - a. This section shall clearly convey that the Offeror understands the nature of the work, and issues related to providing the service requested.

5. Approach and Management Plan
 - a. This section shall provide the Offeror's proposed approach and management plan for providing the services. Include an organization chart showing the proposed relationships among Offeror staff, NCRTD staff and any other parties that may have a significant role in the delivery of this project.

6. Work Plan and Schedule
 - a. This section shall include a description, number of estimated labor hours required, and schedule of how each task deliverable of the project will be completed. The Work Plan shall be in sufficient detail to demonstrate a clear understanding of the project. The schedule shall show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. Discuss the workload, both current and anticipated, for all Key Team Members, and their capacity to perform the requested services for the NCRTD project according to the proposed schedule. Discuss the firm's approach for completing the requested services for this project on schedule.

7. Cost Proposal
 - a. Provide information on how the firm/team will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.
 - b. Provide a detailed cost proposal for the project including costs by task for Offeror labor and other direct costs.

V. SPECIFICATIONS

Offerors should respond in a thorough narrative to each specification. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. TECHNICAL SPECIFICATIONS

See section IV (B) Above for required submissions.

B. BUSINESS SPECIFICATIONS

1. 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.

2. Letter of Transmittal Form

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
 1. Acknowledge receipt of any and all amendments to this RFP.
 2. Be signed by the person identified in letter "b)" above.

3. 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 or not an applicable contribution has been made.

VI. EVALUATION

A. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP by an 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 above. The District will accept responses from all Offerors whose statement of qualifications are deemed responsive and that demonstrate required competencies.
2. The Evaluation Committee may use other sources to perform the evaluation as specified in this solicitation.
3. 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 finalist Offerors, based upon the proposals submitted. In general, the top 3 Offerors will be deemed “finalists.” The Responsible Offeror(s) 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
Experience, Qualifications and Expertise Firm's experience with similar projects, qualifications, and expertise of key personnel and subconsultants	30 Points
Capabilities and Resources Projects currently under contract involving equipment and key personnel that would also handle this project along with estimated time of completion. Availability and responsiveness of staff.	20 Points
Understanding of Major Work Elements and Project Convey your understanding of the project objectives. Identify major problems which you perceive at this time. Describe the overall approach you will use to overcome these problems and efficiently complete this project.	25 Points
References	5 Points

Factors	Points Available
Information on other organizations for which your firm has provided comparable consulting services.	
Staffing Work Plan and Schedule	10 Points
Cost	10 Points
TOTAL	100 Points

B. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors 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 Offeror.

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

5. Materials and Workmanship

The Contractor shall be responsible for all materials and workmanship including but not limited to surveys, fliers, posters, presentations, invitations to attend, transcription of public meeting minutes, etc.

6. Amended Responses

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 Response

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. Offeror's 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 Response Contents

Proposals will be kept confidential until negotiations and the award are completed by the District. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The CPO will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- a) 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.
- b) Confidential data is restricted to: (1) confidential financial information concerning the Offeror's organization; (2) Potential and or current Data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.

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

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

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

10. No Obligation

This RFP in no manner obligates the District to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities. Individual request and

purchasing orders (POs) will be agreed upon in writing prior to the task/manufacturing being completed by the contractor.

11. Termination

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

12. Sufficient Appropriation

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

13. 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*.

However, the District reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

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

Should an Offeror object to any of the terms and conditions as set forth in the RFP "Sample Contract" proposal of alternate terms and conditions must be disclosed in writing with the

proposal. Offerors must provide a brief explanation of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. The District may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the District and will result in disqualification of the Offeror's proposal.

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

17. 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.

18. 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 Policy and regulations.

19. 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.

20. Right to Waive Minor Irregularities

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

21. 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.

22. Notice of Penalties

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

23. District Rights

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

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

The District reserves the right to determine any specific Proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be nonresponsive.

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.

24. 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.

25. Ownership of Proposals

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

26. Confidentiality

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

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

27. 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.

28. Use of Electronic Versions of this RFP

This RFP may be 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.

29. 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.

30. 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:
 1. 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;
 2. Violation of federal or state antitrust statutes related to the submission of offers; or
 3. 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:
 1. 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.

2. 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.
 3. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
-
- b) Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
 - c) The Contractor shall provide immediate written notice to the CPO if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
 - d) A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement.
 - e) Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
 - f) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
 - g) The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the CPO or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Purchasing Agent may terminate the involved contract for cause. Still further the Purchasing Agent may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Purchasing Agent.

31. Conflict of Interest

In order to prevent real or apparent conflicts of interest the District prohibits contractors that have participated in FTA-funded design or evaluation services from bidding on any result in construction work, series or capital equipment purchases. All specifications prepared by design consultants must be written in such a manner the any reasonable, competent contractor could understand the requirement and perform the work.

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

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 qualifications and ending with the award of the contract or the cancellation of the request for qualifications.

“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)

**APPENDIX B
SAMPLE CONTRACT**





PROFESSIONAL SERVICES AGREEMENT

This agreement (“Agreement”) is entered into as of this ___th day of _____, 2022, by and between _____ (“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. 2022-___ (the “RFP”) soliciting proposals for services as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP and was awarded a contract on _____ 2022; 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

A. 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.

B. Deliverables shall include but not be limited to the following:

- Executive Summary
- Existing Real Estate Conditions Assessment Report and Recommendations
- Title VI and Equity Analysis
- Facility Program Report
- Schematic Plan(s)
- Elevations
- Cost Analysis
- Funding Strategies
- 5, 10, and 30-year plans
- Leasing Policies, if applicable
- A conceptual model of any public/private partnering for the development and management of the property
- Summary of recommendations and findings from the study to support the recommendations
- Any additional documentation not mentioned above pertinent to the study

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 (the "Cost Proposal"). 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, 2024, 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. 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 principle 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:

North Central Regional Transit District

Contractor:

Anthony Mortillaro
Executive Director
1327 N. Riverside Drive
Espanola, 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.

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

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.

_____, 2022
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

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 Tim Mildren, CPO
1327 N. Riverside Drive
Española, NM 87532

by August 5, 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.

RFP #2022-003
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 to North Central Regional Transit District, c/o Purchasing Agent via facsimile or e-mail at:

Name: Tim Mildren
Address: 1327 N. Riverside Drive
Española, NM 87532

Telephone: (505)629-4701
Fax: (505)747-6647
Email: timm@ncrtd.org

no later than August 5, 2022 and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Purchasing Agent 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)	

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?

APPENDIX E
CERTIFICATIONS



CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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.
2. 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.*)]
3. 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 #2022-003 Taos Transit Facility Siting Consultation

.

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: _____