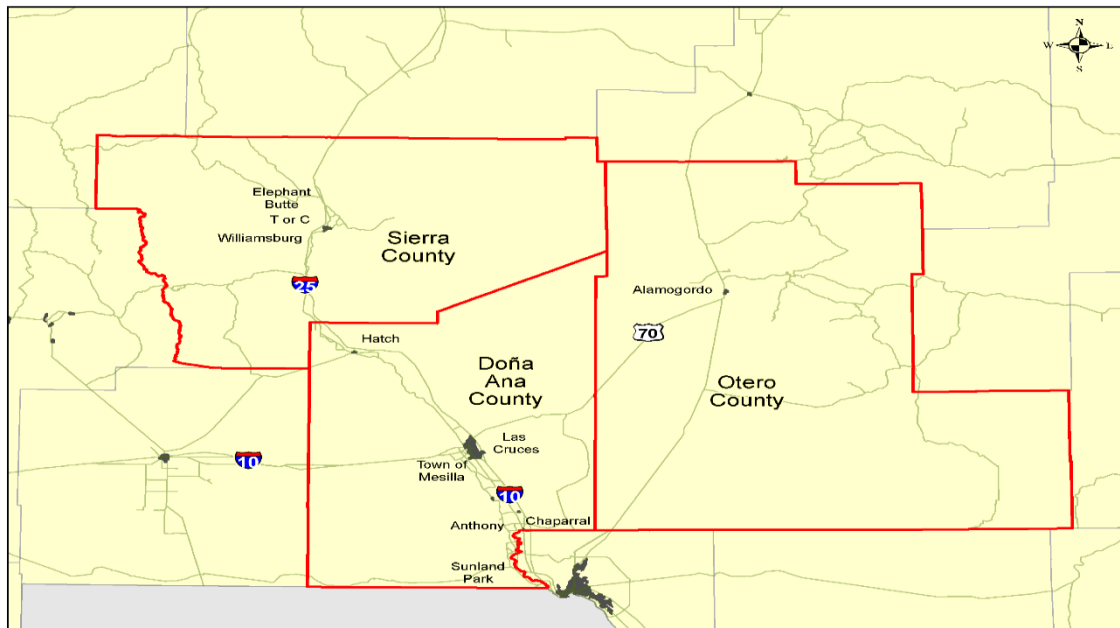


**SOUTH CENTRAL REGIONAL TRANSIT  
DISTRICT (SCRTD)**



**REQUEST FOR PROPOSALS  
FOR  
FISCAL AGENT SERVICES**

**Release Date**  
April 9, 2018

**RFP Amendment Date**  
April 16<sup>th</sup>, 2018

Addendum #1 – April 16, 2018  
Addendum #2 – April 16, 2018

**Proposal Deadline**  
Friday, May 4, 2018 Noon (MST)  
300 W. Lohman, Suite 115, Las Cruces, NM 88005

**Pre-Proposal Conference: April 16, 2018 10:30 a.m. (MST)**  
**300 W. Lohman, Suite 115, Las Cruces, NM 88005**

**Contract Period**  
July 1, 2018 to June 30, 2019

## **REQUEST FOR PROPOSALS FOR SOUTH CENTRAL REGIONAL TRANSIT DISTRICT – FISCAL AGENT SERVICES**

The South Central Regional Transit District, hereinafter referred to as the "SCRTD", through this Request for Proposals (RFP) is seeking a government unit (Agency) to perform essential fiscal duties covering a three-county jurisdiction that includes Dona Ana, Sierra and Otero counties. The SCRTD is responsible for the planning operation, construction, maintenance, repair, replacement, expansion, and administration of regional public transit services.

**Date Issued:** April 9, 2018

**Scope of Services:** The successful bidder will receive and disburse all funding at the direction of the SCRTD.

**Contract Period:** July 1, 2018 – June 30, 2019 with an annual renewal option for an additional two years at the discretion of the SCRTD.

**Funds Available:** Program Year allocations for FY2019 are not known at this time. Previous total budgets have range close to \$1 million dollars each year. There are strict limits to administrative costs under federal and local funding sources. The fiscal agent cost is only one of these administrative costs which include: reporting, supervision, contracting, auditing, etc. The SCRTD requires that all bidders include a breakdown of fiscal and administrative costs and how these funds will be allocated. The chosen bidder will be required to adhere to strict guidelines including quarterly approval of all expenditures.

**Limitations:** This RFP does not commit SCRTD to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services.

**Project Responsibilities:** Fiscal responsibilities for the budget of the SCRTD service area. Funds may be federal, state, and/or local of approximately \$1.2 million plus any carry over funds from the previous year.

**Questions:** Deadline for submission of written questions is April 23 at noon. Answers will be posted at [scrted.org](http://scrted.org) website no later than Friday, April 27.

### **SECTION I INTRODUCTION**

This is a Request for Proposals (RFP) for an organization to serve as the fiscal agent for the management and disbursement of local agency and grant funding to provide

planning, programming and public transit service operations to the community living within and connecting to the boundaries of the SCRTD service area. The successful bidder will receive, disburse, and account for said funding at the direction of the SCRTD.

The SCRTD will maintain all proposals received in response to this RFP on file for at least three (3) years in the event negotiations with the selected organization cannot be finalized or in the event an organization is not able to perform. The SCRTD reserves the right to reopen the RFP at any time.

## **SECTION II. FISCAL AGENT ROLES AND RESPONSIBILITIES**

The selected organization will serve as the fiscal agent for the SCRTD. The fiscal agent shall be generally responsible for the acceptance and maintenance, disbursement, accounting, and reporting of fiscal funding during the period of the contract. The fiscal agent duties and responsibilities shall be performed for the direct benefit of the SCRTD in the disbursement of funds and performed in accordance with, and governed by, applicable provisions and regulations of the Federal Office of Management and Budget (OMB) circulars and state policies and law.

The organization will provide services related to grants management, general accounting and financial services, oversight for fund integrity, and annual fiscal monitoring of grant funds. The local fiscal agent shall comply with all relevant federal and state confidentiality laws. In general, the fiscal agent is responsible for the following functions:

1. Receive funds;
2. Manage accounts payable, receivables and reporting and performs fiscal monitoring annually;
3. Disburse the funds at the direction of the SCRTD, as long as those directives do not violate any provision of the SCRTD, OMB Circulars, or state law or policies.
4. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with OMB Circulars, SCRTD policies and procedures and corresponding federal regulations and state policies and requirements of funding sources as appropriate;
5. Respond to any audit financial findings;
6. Maintains proper accounting records and adequate documentation;
7. Prepares financial reports; and
8. Provides technical assistance to SCRTD staff, contractors and vendors regarding fiscal issues.

## **SECTION III. SCOPE OF SERVICES**

### **1) Control of Funds**

- a. The fiscal agent shall project cash needs and request cash to coincide with timely payment to SCRTD contractors.
- b. The fiscal agent will receive and manage all funds in compliance with applicable state, federal, and SCRTD policies and ensure internal controls

to maintain fiscal integrity.

- c. The fiscal agent shall conduct annual fiscal monitoring of SCRTD and its contractors.

## **2) Disbursement of Funds**

- a. The fiscal agent shall disburse funds in accordance with New Mexico Department of Transportation (NMDOT) grant specific requirements.
- b. Disbursements shall be made by the fiscal agent from available funds at the direction of the SCRTD within reasonable time following receipt of complete and accurate requests for reimbursement.
- c. The fiscal agent will adhere to the applicable cost principals found in OMB circulars. The OMB circulars are incorporated herein by reference.
- d. The fiscal agent shall disburse funds based upon invoices reviewed and approved by the designated authority of the SCRTD.

## **3) Accounting of Funds**

- a. Maintain fiscal records in accordance with generally accepted accounting principles and procedures.
- b. Establish a uniform system of accounts.
- c. Set up an enterprise-type records system in which all receipts, payments, disbursements, payroll, and all other financial records and adjustments are recorded and maintained separately.
- d. Receive and record cash deposits in compliance with applicable state statutes. If payments are received by the Agency, it will deposit the funds with copies of the check and deposit slip sent to the SCRTD for its records.
- e. Provide accountability of all disbursements, ensuring they are valid and accurate comply with federal, state, and local laws.
- f. Record account receivables based on the SCRTD's billings, receipts, and subsidiary ledgers on individual accounts monthly.
- g. Provide any financial information or records within seven days of receiving a request from the SCRTD for that information or those records.
- h. Prepare financial statements (balance sheet, revenues and expenses, and cash flow) showing the assets, liabilities, revenues, expenses, equity balances, and budget comparisons for the SCRTD fund on an annual basis for the year end closing of the SCRTD's fiscal year.
- i. Work with the SCRTD's independent auditing firm to ensure the SCRTD's annual financial statements are reported appropriately and accurately in the SCRTD's Comprehensive Annual Financial Report.
- j. Issue payroll checks. Comply with all state and federal reporting and payment requirements.
- k. Include the SCRTD and its employees in programs as provided for other Agency departments for general liability, errors and omissions, workers' compensation, and employee and retiree medical and dental plans.
- l. Process requisitions and purchase orders submitted by the SCRTD ensuring that SCRTD procurements comply with Federal Transit Administration (FTA) requirements, the State of New Mexico's statutes, NMDOT requirements, and SCRTD board policies.
- m. Invest excess funds not required for current operations in accordance with applicable State Statues and SCRTD policies, and deposit interest distributed to all SCRTD funds in the SCRTD's cash account.

- n. Provide cash management analysis and review to ensure cash availability to cover cash payments and provide notice to the SCRTD of any deficits or potential shortfalls.
- o. Record fixed asset inventory to appropriate general ledger amounts. Prepare year-end fixed asset schedules.
- p. Provide assistance from the Agency's internal auditor as required to allow record auditing by the SCRTD's external auditor.

**4) Deliverables**

The fiscal agent shall be responsible for:

- a. Timely processing of invoices.
- b. Accounting of grant funds by funding stream.
- c. Cash management and cash requests as necessary.
- d. Monthly financial reports.

**5) Monitoring**

- a. The fiscal agent shall cooperate with federal, state, local, and/other agencies in the monitoring and auditing of all SCRTD funds.
- b. The fiscal agent is responsible for conducting an annual fiscal and program monitoring of the service provider(s).
- c. The SCRTD may appoint representatives to conduct routine monitoring reviews of the fiscal agent activities.

**6) Transition**

- a. The SCRTD currently has a contract with the South Central Council of Governments (SCCOG) to provide fiscal agent functions for the SCRTD. If the SCCOG does not bid and/or does not win the bid, the SCRTD will work with the winning bidder for no less than 45 days from the date of the award of the contract to transition the systems, processes and procedures established in the SCRTD/SCCOG agreement to successfully carry out the fiscal agent functions.
- b. The fiscal agent will budget and establish a plan with reasonable staff time to successfully transition the functions from the incumbent fiscal agent.

**SECTION IV. AVAILABLE FUNDS**

SCRTD anticipates that there will be negotiations with the successful bidder for the costs of fiscal agent services based on the proposed budget found in the bidder's response.

**SECTION V. RFP RESPONSE**

The respondent(s) must complete and submit a proposal that addresses the respondent's qualifications and abilities to provide the services outlined in SECTION II Fiscal Agent Roles and Responsibilities. The proposal should be brief and include the price proposal page provided in the RFP.

**1) No formatting requirements**

**2) Points Awarded**

- Proposer Qualifications 20
- Price 35
- Plan of Work 20
- Leveraged Resources 25

**3) Proposal Guidelines**

1. Cover Page – Include name, address, phone number, and contact information for the authorized representative of the respondent(s) for the agency or organization.
2. Plan of Work – This should address how the bidder intends to act as the fiscal agent for the SCRTD. How can it leverage its interests to support the scope of services and do so in an efficient and economical manner?
3. Table of Contents – Optional
4. Complete the certifications included in the appendices and submit.
5. Price – Use Price Proposal Form

**4) Submission of Proposals**

To be considered for this contract, three (3) copies of the proposal must be received by the SCRTD office located at 300 W. Lohman Avenue, Las Cruces NM 88005 by mail or in-person no later than noon, Mountain Standard Time on Friday May 4, 2018.

**Address all responses to:**

David Armijo, Executive Director  
 South Central Regional Transit District  
 300 W. Lohman, Las Cruces, NM 88005

Incomplete proposals or any proposals received after that date will not be considered.

**COMMUNICATION**

For more information go to the SCRTD website at [scrtcd.org](http://scrtcd.org) or call the office at 575-323-1620.

**APPENDIX A**

**DISADVANTAGED BUSINESS ENTERPRISE  
RACE-NEUTRAL IMPLEMENTATION AGREEMENT  
FOR  
FEDERAL TRANSIT ADMINISTRATION CONTRACTORS**

**INTRODUCTION AND INSTRUCTIONS:**

The South Central Regional Transportation District (SCRTD) must ensure that a contractor of Federal Transit Administration (FTA) funds meet applicable disadvantaged business enterprise (DBE) requirements when funds are used in whole or in part to finance procurement and contracts of products and service(s). To that end, a contractor with contracting opportunities must submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subgrantees* (Agreement). Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with the SCRTD, and the contractors are responsible for complying with the requirements contained therein.

**DISADVANTAGED BUSINESS ENTERPRISE RACE-NEUTRAL IMPLEMENTATION AGREEMENT** for Vendor hereinafter referred to as “Contractor.”

**I. Definition of Terms**

The terms used in this agreement have the meanings defined in 49 CFR Part 26.5.

**II. OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)**

The Contractor intends to receive federal financial assistance from the U.S. Department of Transportation (USDOT) through the SCRTD and as a condition of receiving this assistance, the Contractor will sign the Disadvantaged Business Enterprise Race Neutral Implementation Agreement (hereinafter referred to as Agreement).

The Contractor must implement a policy to ensure that DBEs, as defined in 49 CFR Part 26 (also referred to as the DBE Program), have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted procurement and contracts of products and services contracts.
- To create a level playing field on which DBE’s can compete fairly for DOT-assisted procurement and contracts of products and services contracts.
- To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in DOT-assisted procurement and contracts of products and services contracts.

- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

### **III. Nondiscrimination (§26.7)**

Contractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. Contractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

### **IV. Race-Neutral Means of Meeting the Annual DBE Goal (§26.51)**

Contractor will assist the SCRTD achieve its Overall Statewide DBE Goal by race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has been historically low;



8. Ensuring distribution of the New Mexico DBE directory, through print and electronic means, to the widest feasible universe of potential contractors; and

9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

Contractor will encourage utilization of DBE contractors whenever possible on its USDOT-assisted contracts. New Mexico Certified DBE firms and the fields of work in which they participate are listed in the electronic web-based DBE Directory located at <https://nmdot.dbesystem.com>

#### **V. Quotas (§26.43)**

Contractor will not use quotas or set-asides in any way in the administration of the DBE Program.

#### **VI. DBE Liaison Officer (§26.25)**

Contractor must designate a DBE Liaison Officer (DBELO). The DBELO is responsible for implementing the DBE Program as it pertains to the Contractor and ensures that the Contractor is fully and properly advised concerning DBE Program matters.

#### **VII. Federal Financial Assistance Agreement Assurance (§26.13)**

The Contractor will sign the following assurance, applicable to and to be included in all USDOT-assisted procurements and contracts for products and services:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

#### **VIII. Required Contract Clauses (§§26.13, 26.29)**

Contractor assures that the following clauses will be included in each USDOT-assisted prime contract:

##### A. Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted procurement and contracts of products and services contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

##### B. Prompt Payment

### Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the SCRTD's prior written approval. Any violation of this Section shall subject the violating contractor or subcontractor to penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

### Prompt Payment of Retainage

The Contractor shall include either (1), (2), or (3) of the following provisions in their USDOT-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a

dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**IX. Bidders List (§26.11)**

The Contractor will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its USDOT-assisted procurement and contracts for products and services. The bidders list will include the name, address and telephone number of each quoting firm and whether the firm is a New Mexico certified DBE. Contractor will include language in its procurement documents that requires each bidding Contractor, at the time that bids are submitted, to list the quotes received for the project as detailed above.

**X. Reporting**

Contractor will report bidders list and related DBE information to the SCRTD upon request.

Contractor will compile and provide such other information related to its procurements and the DBE Program as deemed necessary by the SCRTD.

**XI. Incorporation of Agreement**

This Agreement is incorporated into the Contractor’s financial assistance agreement with the SCRTD by reference and made a part of that agreement.

|  |
|--|
| Date:  |
| Signature of Contractor’s Executive Officer          |
| Phone Number:  |
| [Print Name of Contractor’s Chief Executive Officer] |

## **APPENDIX B**

### **Federal Terms and Conditions**

#### **No Federal Government Obligation to Third Parties**

The South Central Regional Transportation District (SCRTD) and the Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the SCRTD, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by Federal Transit Administration (FTA). It further agrees that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **Program Fraud and False or Fraudulent Statements or Related Acts**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., and U.S. Department of Transportation (U.S. DOT) regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the federal government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal funding, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 on Contractor, to the extent the federal government deems appropriate.

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

#### **Access to Records**

Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the State and the Federal Transit Administration. The SCRTD shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the SCRTD to recover excessive or illegal payments.

## **Federal Changes**

The Contractor agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this Contract are minimum requirements. The federal requirements and guidance that applied at the time of the award this Contract may be modified from time to time, and the modifications will apply to the Contractor.

## **Dispute Resolution**

This Contract is governed by the laws of the United States of America, including but not limited to the regulations, policies, procedures and directives of the U.S. DOT, and the laws of State of New Mexico and interpreted in accordance with New Mexico Law. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Memorandum of Agreement between the SCRTD and the New Mexico Department of Transportation. The Contractor shall make as part of this purchase order between the SCRTD and Contractor the assurances and warranties which were signed as part of the grant award.

Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. The parties agree to exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from this Contract which cannot be resolved informally, and each party waives any objection to the personal jurisdiction of the Courts of the State of New Mexico over that party.

It is expressly understood and recognized by the parties that the venue for litigation of issue, claims, or all other judicial matters arising or resulting from this Contract shall be in the Dona Ana County District Court.

## **Equal Opportunity, Civil Rights Laws, and Regulations Compliance**

Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity, including the New Mexico Human Rights Act, Section 28-1-1 et seq. NMSA 1878. In accordance with all such laws of the State of New Mexico, Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

The Contractor further agrees to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990; federal transit laws at 49 U.S.C. Section 5332; the Civil Rights Restoration Act of 1987; and Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations, 41 C.F.R. Parts 60 et seq.

## **Incorporation of Federal Transit Administration Terms**

Provisions of this Contract include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA

Circular 4220.1, as amended, and are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SCRTD request, which would cause SCRTD to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement which shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the [FTA website](#).

### **Energy Conservation**

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

### **Termination Provisions**

The SCRTD has the option to terminate this purchase order if Contractor fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of Contractor breaches on which the termination is based.

The SCRTD may provide Contractor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, Contractor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, Contractor has not begun and proceeded in good faith to correct the breach, the SCRTD may declare Contractor in default and terminate the purchase order. The SCRTD shall retain any and all other remedies available to it under the law.

### **Debarment and Suspension**

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Contract, Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, throughout the period of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

#### Clean Air Act and Federal Water Pollution Control Act

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

## APPENDIX C

### Certification Regarding Lobbying

The 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 Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Contractor 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 Contracts) and that all subrecipients shall certify and disclose accordingly.

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

Contractor's Authorized Representative:

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Title:

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Date: \_\_\_\_\_



**APPENDIX D**

**PRICING FORM**

Vendors must use this Pricing Form or a similar representation of the same information, to submit their pricing for the Fiscal Agent Services described in the RFP.

(Vendor may customize this Appendix Pricing Form as appropriate for the services within the RFP)

Vendor Name \_\_\_\_\_

**SCRTD FISCAL AGENT ANNUAL PROJECT BUDGET**

| <b>TASK</b> |  |  | <b>UNIT</b> |  |  | <b>UNIT PRICE</b> |
|-------------|--|--|-------------|--|--|-------------------|
|             |  |  |             |  |  |                   |

**1st Year Total Cost:** \$

**2nd Year Total Cost:**

**3rd Year Total Cost:**

**Estimate total cost based on project line item for the projects specified in the RFP**

**This estimate will be**

## **ADDENDUM #1**

Issued April 16, 2018

A revised RFP document precedes this addendum. Added to the RFP was the location of the Pre-proposal meeting. Additionally, clarification is provided to the federal clauses that are listed in the Appendix A through D.

Section V provides information for the submittal of the RFP. This includes formatting and logistics for submittal of the RFP proposal. Appendix D is the price proposal format for the RFP. Details on the submittal of the proposal and use of the Pricing Form are included in Appendix D.

The deadline for submittal of the RFP is May 4, 2018.

## **ADDENDUM #2**

Issued April 16, 2018

A revised RFP document precedes this addendum.

This addendum addresses the need to amend the term of the first year of the contract. Pages 1 and 2 of the original RFP stated that the contract period was from July 1, 2018 to June 30, 2018. The June date should have read June 30, 2019. Consequently, this RFP amendment shall read the following:

Contract Period  
July 1, 2018 to June 30, 2019

No further changes are required. This information will be posted on our website by 5pm Tuesday, April 16, 2018.

The **deadline for submittal** of the RFP remains **Friday, May 4, 2018**.

Proposals shall be delivered to the SCRTD office located at 300 W. Lohman Avenue, Las Cruces NM 88005 by mail or in-person no later than noon, Mountain Standard Time on Friday, May 4, 2018