

**South Central Regional Transit District
Request for Proposal
For
Ten-Year Transit Service and Financial Plan
RFP 2024-02**

October 27, 2024



South Central Regional Transit
District 830 South Anthony Drive
Anthony, NM 88021
575-323-1620

SECTION 1 – INTRODUCTION

1.1 OVERVIEW OF SCOPE OF SERVICES

South Central Regional Transit District (SCRTD) is seeking Proposals from qualified Proposers with demonstrated success in planning, developing, or managing one or more rural public transit systems to create a Ten Year Transit Service and Financial Plan (Plan). The anticipated budget for this project is \$100,000

1.2 PROCURING AGENCY AND CONTRACTING OFFICER

All communication concerning any aspect of this solicitation of offers shall be in writing and with the Contracting Officer.

Procuring Agency: South Central Regional Transit District
830 S. Anthony Drive, Anthony, NM 88021
Phone: 575-323-1620

Contracting Officer: Sara Vasquez
Chief Procurement Officer
Phone: 915-274-7628
vasquez@scrted.org

1.3 SOLICITATION SCHEDULE

EVENT	DATE AND TIME
Request for Proposal Issued	October 27, 2024
Deadline to Submit Questions	November 15, 2024
Written response to questions	November 19, 2024
Pre-RFP Conference Call	November 21, 2024
SCRTD Responds to Questions and Clarifications if need be	November 25, 2024
Submission of Organizational References	December 2, 2024
Proposal Due Date	December 9, 2024
Evaluation of Proposals Received	December 16, 2024
Selection of Finalist	December 17, 2024
Protest Period Ends	December 27, 2024
Proposer Presentations/Interviews	December 30, 2024
Recommend Contract Award to Board Notice	January 24, 2025

Finalize Contractual Agreements	January 24, 2025
Commencement of Work	January 28, 2025

1.4 PROPOSALS DUE

- A. Proposals must be received by 5:00 p.m. on Monday, December 9, 2024, MST, TBD, to be considered for award. Any proposal received after the specified date and time will be returned to the Proposer unopened. The receiving time in the SCRTD Bus Facility located at 830 South Anthony Drive, Anthony, NM 88021, will be the governing time for the acceptability of Proposals. This RFP does not commit SCRTD to award a contract. SCRTD will not pay Proposers for any costs associated with preparing responses to this RFP. SCRTD reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with qualified Proposer, to award a contract without discussions/interviews, or to cancel in part or its entirety this RFP if it is in the best interests of SCRTD to do so.

1.5 DISTRIBUTION OF SOLICITATION DOCUMENTS

- A. SCRTD is distributing this RFP and all relevant documents through its website at [SCRTD.org](https://www.scrtd.org), a direct mail list, a New Mexico Department of Transportation (NMDOT) vendor list, and national transit organizations' classified advertisements. All addenda and updates to the RFP will be posted on the above-referenced website. Prospective Proposers are responsible for checking the website for addenda and updates to the RFP. Beyond the initial email to inform prospective Proposers about the RFP, SCRTD will not communicate directly to Proposers.
- B. A non-mandatory **Pre-RFP conference** call will be provided on November 21, 2024, at 10:00 am. Link information below. Questions regarding this RFP must be submitted in writing to SCRTD by Friday, November 15, 2024. Responses will be provided to all prospective bidders by Tuesday, November 19, 2024.

Topic: Ten-Year Plan Pre-Proposal Meeting
Time: Nov 21, 2024, 10:00 AM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/85288223784?pwd=6bXvr9HLhvd2zXqjM5OCThovabSbb5.1>

Meeting ID: 852 8822 3784

Passcode: 806744

One tap mobile

+13462487799,,85288223784#,,,,*806744# US (Houston)

+12532158782,,85288223784#,,,,*806744# US (Tacoma)

Dial by your location

- +1 346 248 7799 US (Houston)
- +1 253 215 8782 US (Tacoma)
- +1 669 444 9171 US
- +1 719 359 4580 US
- +1 720 707 2699 US (Denver)
- +1 253 205 0468 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US

Meeting ID: 852 8822 3784

Passcode: 806744

Find your local number: <https://us06web.zoom.us/j/ku8bXLtVE>

SECTION 2 - INTRODUCTION AND PROCESSES

2.1 INTRODUCTION AND BACKGROUND

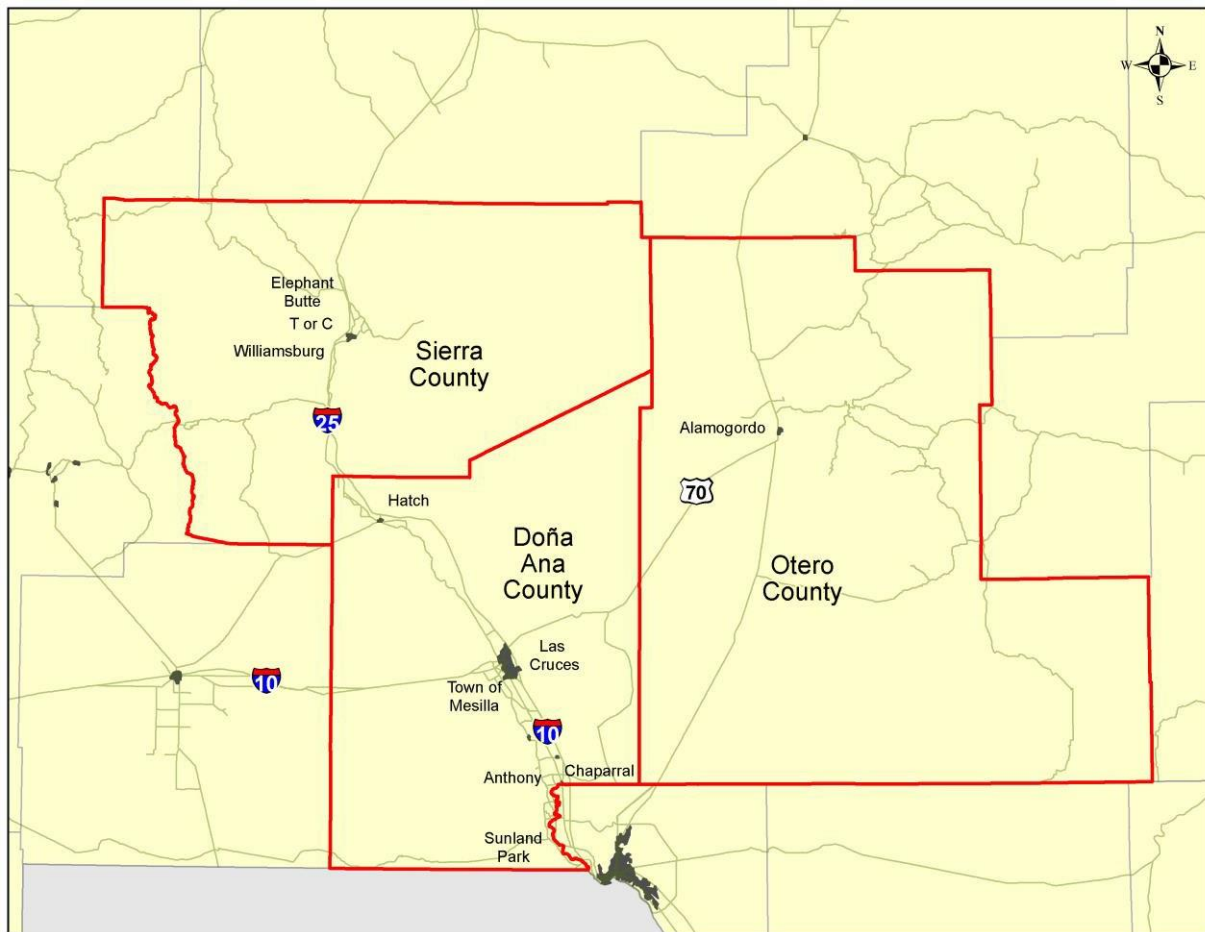
- A. The need for regional public transportation services in south-central New Mexico is referenced in numerous local, regional, and state-wide plans and projects, including the following: Camino Real Regional Plan for Sustainable Development; Viva Doña Ana Sustainable Communities Plan; One Valley – One Vision; Doña Ana County Comprehensive Plan; Mesilla Valley Metropolitan Planning Organization (MPO) Coordinated Action Mobility Plan and Transport 2040 Plan; Santa Teresa Border Area Transportation Needs Assessment Strategic Plan (TIGER proposal); South Central Council of Governments / Mesilla Valley Metropolitan Planning Organization / El Paso Metropolitan Planning Organization Coordinated Public Transit – Human Services Transportation Plan; New Mexico State University Parking and Transportation Master Plan; New Mexico Department of Transportation’s (NMDOT) Statewide Public Transportation Plan; and, NMDOT Coordinated Management Plan.
- B. In 2003, then Governor Bill Richardson signed into law the Regional Transit District (RTD) Act § 73-25-2 authorized the creation of regional transit districts in the State of New Mexico. The Act establishes that RTDs shall;
1. Serve the public by providing for the creation of regional networks of safe and efficient public transit services;
 2. Allow multijurisdictional public transit systems to reduce the congestion of single-occupant motor vehicle traffic by providing transportation options for residents;
 3. Decrease automobile accidents by reducing traffic congestion on freeways and streets;
 4. Reduce noise and air pollution produced by motor vehicles;
 5. Prolong and extend the life of New Mexico's existing roadways by easing the traffic burden;
 6. Provide residents with a choice of transportation alternatives so that seniors, youth, low-income and mobility-impaired residents, and others unable to drive or afford motor vehicles continue to have full access to the goods, services, jobs, and activities of the community;
 7. Improve the New Mexico economy by increasing workforce and citizen access to education and higher paying jobs and
 8. Prolong and extend petroleum resources.
- C. In 2004, Governor Richardson signed legislation that allowed RTDs to request up to ½ of one percent in Gross Receipt Taxes (GRT) to fund RTD operations.

- D. In 2008, the SCRTD was certified by the New Mexico Transportation Commission and became a political subdivision of the State of New Mexico. The SCRTD originally included three counties and eight municipalities in south-central New Mexico. Its membership was reduced to two counties through the withdrawal of Otero County in 2015. The SCRTD conducted a pilot project in the spring of 2014 and submitted a GRT proposal, which did not pass in the fall of that year.
- E. Beginning in 2017 and continuing into 2018, the SCRTD updated its 2015 Plan. The Update was done in response to the SCRTD meeting nearly 80 percent of the objectives in the 2015 Plan in less than two years. The Update was adopted in May of 2018. The process of updating the 2015 Plan led to this RFP.
- F. The SCRTD approved a Ten-Year Service and Financial Plan in December 2020. With four bus routes and 12 buses, the district carried 42,000 riders in Fiscal Year 2019. The district operates eight bus routes with 19 buses, carrying over 132,900 annual rides through September 2024. This includes regular Doña Ana, Sierra, and Otero County services, connecting service into El Paso County via downtown, the Westside Transit Center, and Northeast El Paso County.
- G. The SCRTD must refine existing unmet goals, especially in reaching underserved or underserved communities. Those communities include residents of rural unincorporated places, small, incorporated communities, and manufacturers in Santa Teresa, New Mexico.
- H. While the SCRTD has a potential service area of over 13,500 square miles, current services focus on operating in southern Dona Ana County, roughly 3800 square miles. The district will continue to expand its service area while increasing service frequency and introducing new services, including Micro-transit in different areas of the transit network,
- I. Because funding constraints limit SCRTD's expansion, the Plan resulting from this RFP must provide options for increasing SCRTD's local funding base. This may include implementing all aspects of the Interlocal Agreement that form the district in 2006. Long-term debt financing should be used, and local sales tax initiatives should be held in one or more member cities. The district had a tax initiative in 2014 before the transit system was implemented, but the election was unsuccessful.
- J. Despite its financial constraints, the SCRTD has experienced strong progressive ridership growth over the past eight years, as shown in Graph 1 below.

Graph 1: Eight-Year Ridership By Fiscal Year

SCR TD ANNUAL NTD FISCAL YEAR RIDERSHIP								
Month	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024
Oct	967	2,639	3,125	3,470	5,883	5,569	7443	10345
Nov	821	2,164	3,017	3,377	4,004	5,793	7752	8983
Dec	757	2,003	2,467	3,109	5,107	5,598	7033	8237
Jan	983	2,220	2,809	2,929	4,131	6,146	8159	9257
Feb	1,380	2,344	3,143	3,398	4,570	5,824	7908	10558
Mar	1,611	2,205	3,058	2,943	5,342	7,041	8671	11054
Apr	1,763	2,689	4,546	1,603	6,184	7,266	8943	11700
May	1,878	2,789	5,346	1,343	6,003	8,224	9633	12336
Jun	1,768	2,974	5,678	1,678	5,630	8,732	8960	10786
Jul	1,616	2,337	4,339	1,628	5,251	7,575	7646	12101
Aug	2,721	3,417	3,644	2,007	6,385	9,193	9842	13491
Sep	2,581	2,779	3,361	2,098	6,507	8,106	9776	13482
YTD	18,846	30,560	44,533	29,583	64,997	85,067	101,766	132,330

GRAPH 2 – Three County Service Area



- K. The Transit District was formed in November 2006 and encompasses now two-county area with over 11,000 square miles. Doña Ana County and Sierra County.
- L. Service to Sierra County began in August 2024, extending service from Hatch to Elephant Butte.
- M. Adding Saturday Service to Dona Ana County bus service is under review. This will be reflected in the new ten-year plan, including additional funding from the State of New Mexico through a 5311 Rural Transit Grant.

2.2 PURPOSE AND NEED

- A. This RFP requests to develop a Ten Year Transit Service and Financial Plan (Plan). The Plan will replace the SCRTD's Ten-Year Service and Financial Plan, which was initially adopted in June 2020. The District's rapid growth has experienced a nearly 300 percent rise in ridership, an expanded bus fleet, and a significant increase in revenues both for operating and capital. Consequently, it is necessary to incorporate these changes, the addition of a third bus facility, and an increase in service areas that now include Sierra County. The Plan is needed to allow the SCRTD to identify transit needs within and adjacent to its boundaries and to identify the processes and services that will meet those needs. The Plan will also increase the SCRTD's ability to secure long-range funding from its members, improve its ability to secure Federal Transit Administration funding through the State of New Mexico, and increase participation by the private sector.

2.3 PROJECT SUMMARY

- A. The timeframe of the Plan shall be from Fiscal Year 2025 through Fiscal Year 2030.
- B. The Planning process shall include the following elements:
 1. Development and implementation of a current Needs Assessment
 2. Evaluation of the SCRTD's existing fleet, services, infrastructure, staffing, and funding relative to the findings of the Needs Assessment
 3. Recommendations for service changes for 2025 through 2035. This will include the new Micro-Transit with service initiatives in Las Cruces and South Dona Ana County communities.
 4. Develop a fiscal analysis that includes current funding sources and the addition of a regional sales tax initiative.
 5. Identification of Service Goals and Objectives
 6. Recommendations for Updated Routes serving the region through 2035.
 7. Facilities and Capital Investment Plan with goals and objectives described in five-year increments (2025, 2030, 2035).
 8. Financial Plan through 2035, including staff needs.
 9. Implementation Strategies for the ten-year plan.
- C. The planning process will include a dynamic citizen involvement component and require the Proposer to coordinate with the SCRTD Board of Directors and SCRTD staff. The Plan will also address how the SCRTD should integrate its activities with other transit systems operating within and adjacent to its boundaries.
- D. The Plan shall consider the general needs of the traveling public and the specific needs of particular sub-markets, including but not necessarily limited to businesses, university students, K-12 school-aged children, seniors, veterans, and people with disabilities. The Plan shall describe how non-users may be converted to users by addressing the specific barriers or concerns non-users have and how SCRTD might overcome those barriers or challenges.
- E. The plans, options, and recommendations in the Plan must consider not only mobility issues but also related topics such as economic development, workforce development, air quality, housing, environmental sustainability, and energy consumption.
- F. The Plan shall include a long-range financial component that describes the capital and operating costs of undertaking Plan recommendations. It shall identify how those recommendations can be funded.
- G. The Plan shall recommend implementation strategies and metrics for planning elements, including

priorities and timing for accomplishing the goals and objectives.

- H. In addition, the Proposer shall provide information on staffing levels associated with any changes in service levels.

TRANSIT NEEDS ASSESSMENT

- I. The transit needs assessment shall provide a logical basis for formulating and evaluating proposals, policies, components, and alternatives leading to the creation of the Plan. Transit needs will be described for the present and future periods through 2030. The needs assessment will include evaluating the existing transit system's ability to meet those needs and will identify those not met by the existing systems.
- J. Current and future unmet transit needs shall be analyzed in terms of their functions:
 - 1. rural mobility
 - 2. rural form
 - 3. economic impacts
 - 4. public safety
 - 5. social impacts, and
 - 6. environmental impacts.
- K. In its analysis, the Proposer shall consider the following contexts:
 - 1. SCRTD's Mission, Goals and Objectives
 - 2. the existing regional system (SCRTD and other providers)
 - 3. future service opportunities for the SCRTD
 - 4. facility requirements to support existing service and expansion of service
 - 5. economic development and regional economic competitiveness
 - 6. workforce development initiatives
 - 7. associated costs and benefits of transit projects
 - 8. special mobility needs
 - 9. infrastructure requirements resulting from meeting transit needs
 - 10. return on investment considerations for transit projects
 - 11. funding options for implementing transit
 - 12. policy and investment decisions necessary to ensure an effective transit system

2.4 PUBLIC PARTICIPATION REQUIREMENTS

- A. The needs assessment shall respond to public input gathered from meetings between the Proposer and the public. Those meetings shall inform the public of the SCRTD's services and shall gather input from those communities on the following issues related to their travel within, to, and from the SCRTD:
 - 1. The level of the public's awareness of the SCRTD's services
 - 2. Impediments to the public's use of the SCRTD's services
 - 3. The public's preferred mechanisms for meeting those needs.
- B. At a minimum, the proposer shall participate in at least one public meeting dedicated to the SCRTD's planning process in each of the following communities:

Sunland Park, Anthony, Hatch, Mesilla, Elephant Butte, Chaparral and Las Cruces.

- C. The Proposer shall advertise community meetings in bi-lingual English and Spanish formats at least two weeks before a meeting via newspapers, radio, and broadly dispersed flyers designed to generate the largest local attendances possible. The proposer shall develop and retain agendas and sign-in sheets for each meeting. The proposer shall keep and maintain minutes of each meeting, and responses to all questions asked during each meeting will be documented for inclusion in the Plan.
- D. The Proposal's recommendations are based on the Proposal's experience, the input it receives from the CAC, the public, and the Board of Directors, case studies, best practices, and lessons learned from leading peer transit providers and experts at the federal and state levels. The recommendations shall be tailored to the SCRTD region, looking at the existing relationships between SCRTD and other agencies and realistic system implementation and management alternatives.

2.5 PERFORMANCE CRITERIA

- A. The Proposer shall propose a set of performance criteria against which transit options leading up to a Plan will be evaluated. The set of evaluation criteria shall be developed in consultation with SCRTD staff, stakeholders, and public comment, and the final Plan will incorporate those criteria. The criteria should include at least the following:
 - 1. Level of service available to citizens of the region (including sub-groups based on user type or geography)
 - 2. Estimated potential ridership for those subgroups
 - 3. Cost to provide service
 - 4. Geographic feasibility
 - 5. Safety and health impacts
 - 6. Economic development impacts of the service
 - 7. Environmental and energy impacts of the service
- B. The Proposer shall develop a methodology for prioritizing transit routes and investments (capital and operating) to build the system network over time. The methodology shall be based on ridership, operating and capital cost, constraints, equity, connectivity and network functionality, congestion, land use, business and economic needs, workforce development needs, travel markets, origin/destination demands, and other potential factors. The methodology shall identify and assess any trade-offs or prioritization of modal performance. Transit coverage and "lifeline" type service should also be addressed.
- C. The proposer shall evaluate the effects of the near- and long-term transit network on the cost and provision of ADA paratransit service. The Proposer shall identify opportunities and strategies to effectively meet ADA paratransit and other accessibility needs in conjunction with transit network implementation.
- D. To the extent that the Plan requires the acquisition of new vehicles and the construction of new facilities, the costs of such items shall be developed on a life-cycle basis.
- E. To the extent that the Plan involves significant changes to existing service, the Proposer shall analyze and comment on the effect such changes will have on the existing ridership base and propose ways such changes can be introduced with minimal adverse impact on existing riders. Throughout the planning effort, the Proposer shall recognize the distinctions between two broad market segments: 1) transit dependents and 2) choice riders.

2.6 INTEGRATION WITH OTHER TRANSIT SYSTEMS

- A. The SCRTD has connecting service with five other entities that operate public transit services within

or adjacent to the SCRTD's boundaries. Those are: City of Las Cruces, Roadrunner Transit; ZTrans, operating out of Otero County; New Mexico Department of Transportation, Park and Ride Gold and Silver Routes; City of El Paso, Texas, SunTrans; and El Paso County, Texas, El Paso County Rural Transportation. As noted earlier in the RFP, these entities have short- and long-term transit plans. The Proposer is NOT required as part of this Plan to provide a detailed assessment of these systems, but it is necessary to review and determine how their plans influence and can be coordinated with the SCRTD. Utilizing their plans, the Proposer shall provide a high-level examination of the relationship between these systems' supplied services and the SCRTD's supplied services with the following questions in mind:

1. Is there significant overlap or duplication of services?
 2. What opportunities exist for the systems to coordinate services or share resources in the near or long term?
 3. What initiatives might be undertaken jointly by the entities to satisfy transit needs not provided by either organization acting alone?
 4. What is an optimal transportation plan for the SCRTD ten years from now?
 5. How can the SCRTD effectively leverage its strengths and optimize its resources?
 6. Are there services or relationships that should develop out of collaboration?
 7. Are there existing SCRTD services that should not be provided in the long term?
 8. Is the existing delivery method appropriate, or are there better approaches?
 9. What factors must be measured to determine the success of each transportation mode/initiative?
- B. The Plan will also provide Implementation Strategies for accomplishing the recommendations contained in the Plan. Whereas the Plan is envisioned to describe a desired future state, the Implementation Strategies should be designed to tell the SCRTD how to get there.
- C. The Proposer shall include, as part of the implementation strategies, a set of recommendations for measuring on-going achievement of Plan objectives.

2.7 FUNDING AND REVENUE STRATEGIES

- A. The Proposer shall identify strategies for funding the improvements recommended in the Plan.
- B. The funding strategies must address how SCRTD might pay for capital improvements and ongoing operations. Funding strategies may include using existing funding sources and funding sources that still need to be put in place. Suppose suggested funding sources still need to be made available. In that case, the Proposer shall outline the steps necessary to establish those funding sources, describe possible challenges to establishing those sources, and describe the steps SCRTD might take to develop the suggested funding source.
- C. The SCRTD's funding sources are Federal Grants, 5307, 5311, 5310, member dues, and an annual contribution from Dona Ana County. The SCRTD operates on a \$1.00 fare system with free transfers between SCRTD routes.

2.8 DELIVERABLES

- A. The following deliverables are logical outcomes of the required services described above. However, the Proposer is welcome to suggest additional or alternative deliverables that reflect the nature of its proposed planning process.
1. Executive Summary
 2. Needs Assessment Report
 3. Preliminary Options Report

4. Recommended Plan
 5. Policy Framework and Performance-Based Methodology for Prioritizing Transit Routes and Transit Investments
 6. Implementation Strategies
 7. Long Range Financial Plan
 8. Funding Strategies
 9. Stakeholder Involvement Record
- B. Each deliverable shall be transmitted to SCRTD in draft form and subject to a two-stage review process. SCRTD staff will review the draft and advise the Proposer of needed changes. When the changes have been made, the Proposer will be notified to produce a draft for the Board of Directors presentation and review. Additional changes to the document may be required after the Board of Directors review process.
- C. Media and file formats: Reports shall be delivered to SCRTD in a current version of Microsoft Word. Presentations shall be produced and delivered in Microsoft PowerPoint, and public versions will be delivered in portable document format (PDF) format.
- D. Reports shall be dated and identified as either draft or final. The submission of final reports shall be accompanied by the files, in their native format, that were used to generate the graphics displayed in the reports.

2.9 BUDGET AND TIMETABLE

- A. The anticipated budget for this project is \$100,000.
- B. At the start of the project, the Proposer shall produce a project timetable that lists major tasks with their starting and ending dates. Meetings and deliverables shall be included as milestones on the timeline. The Proposer shall update and resubmit the timetable as conditions warrant.
- C. At the start of the project, the Proposer will provide a task-by-task budget. The budget will be constructed to allow the Proposer and the SCRTD Project Manager to monitor project financial performance and take corrective actions promptly.
- D. The desired timetable for project completion is 9-12 months from the contract execution date. Proposers may propose a more extended timeline if they feel the proposed work cannot be completed within this period. The following is a draft milestone timetable.

Tasks	Months from Notice to Proceed							
	1	2	3	4	5	6	7	8
Task 1 - Project Initiation	★							
Task 2 - Outreach/Board Dialogue		★ ★ ★						
Task 3 - Review of Other Agency Near and Long Term Plans			★					
Task 4 - Review of Demographic, Land Uses, Travel Patterns 20 year Prospective				★				
Task 5 - Identification of Needs					★			
Task 6 - Preliminary Options, Alternatives, Proposed Strategies						★		
Task 7 - Recommended Long Range Service Plan							★	
Task 8 - Financial Plan, Implementation Strategies and Funding Strategies							● ● ★	
Task 9 - Final Long Range Transit Service Plan							● ★	F

★ Meeting
 ● Deliverable
 F Final Report

SECTION 3 - INSTRUCTIONS TO PROPOSERS

3.1 ACCEPTANCE PERIOD

- A. Proposals and subsequent offers shall be valid for ninety (90) days after submittal to SCRTD.

3.2 PROPOSER COMMUNICATIONS AND REQUEST

- A. All correspondence and contact concerning any aspect of this solicitation or offers shall be with the Purchasing Agent. Proposers and their representatives shall not contact or communicate with any members of SCRTD or its employees other than the Purchasing Agent concerning any aspect of this solicitation or offer. Proposers may be disqualified if any unsolicited contact related to this RFP is made with an employee or representative of SCRTD other than the Purchasing Agent.
- B. At any time during this procurement up to the time specified, Proposers may request, in writing, a clarification or interpretation of any aspect or a change to any requirement of the RFP or any addenda to the RFP. Requests may include suggested substitutes for specified tasks. Such written requests shall be made to the Contracting Officer. The Proposer making the request shall be responsible for its proper delivery to SCRTD. SCRTD will not respond to oral requests. 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 evidencing that the exception will result in a condition equal to or better than that required by the RFP, without a substantial increase in cost or time requirements. Any responses to such written requests shall be provided by the SCRTD in the form of addenda only. Only written responses provided as addenda shall be official, and no other forms of communication with any officer, employee, or agent of the SCRTD shall be binding on the SCRTD.
- C. The Proposer's Request for Clarifications must be received by the date indicated in the Solicitation Schedule located in this RFP.
- D. If it should appear to a prospective Proposer that the Scope of Services is not sufficiently described or explained in the RFP or Contract documents or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local law, ordinance, rule, regulation, or other standard or requirement, the Proposer shall submit a written request for clarification to the SCRTD within the time specified.

3.3 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDING

- A. Proposals stating conditions, exceptions, reservations, or understandings (from now on deviations) relating to the RFP may be rejected.
- B. All deviations must be explicitly, thoroughly, and separately stated in the proposal by setting forth, at a minimum, the specific reasons for each deviation so that it can be fully considered and evaluated by SCRTD. All deviations found to be unacceptable shall be evaluated by the appropriate evaluation criteria, and procedures may result in the Proposer receiving a less favorable evaluation than without the deviation.

3.4 REQUIREMENTS FOR RFP RESPONSE

- A. Proposers shall submit one (1) original-unbound and five (5) bound copies of their proposal that must include the following:
- B. Letter of Transmittal: The Letter of Transmittal shall be addressed to David Armijo, Executive Director, and must, at a minimum, contain the following:
 - 1. Identify the offering firm(s) and proposal contact, including name, address, telephone and facsimile numbers, email, and firm website.
 - 2. Acknowledgment of RFP addenda, if any. An “Addenda” form is included in the Required Forms and Certifications section of this RFP.
 - 3. The name, title, and contact information for the vendor representative who will be the point of contact on all issues regarding this RFP.
 - 4. A statement that the proposal shall remain valid for at least 90 days from the date of submittal or Proposal due date, whichever is later.
 - 5. Signature of the person authorized to bind the offering firm to the terms of the proposal.
- C. Qualifications and References
 - 1. Describe the company, including its history, mission, nature of work, number of employees, and office location(s).
 - 2. List the qualifications and capabilities of the staff to be assigned to SCRTD’s contract, including licenses, certifications, and years of experience.
- D. Experience and Capacity
 - 1. Provide at least three clients, preferably public transit or governmental agencies, for whom the firm has provided services like SCRTD’s requirements. Provide the clients' address, phone number, email (if available), and contact name. Provide the name(s) of staff from the proposed firm working on the project.
 - 2. Discussion and evidence of successful transit service plans that Proposer has developed. The proposer must state the measurements used to determine whether the transit service plans succeeded.
- E. Understanding of major work elements and project:
 - 1. This section shall convey that the Proposer understands the nature of the work and issues related to providing the Plan for the SCRTD.

F. Approach and Management Plan

1. This section shall provide the Proposer's approach and management plan for delivering the services, including an organization chart showing the proposed relationships among the Proposer's Key Team members, SCRTD staff, and any other parties that may have a significant role in delivering this project.

G. Staffing Plan

1. The proposal shall provide a staffing plan and estimate the total hours (detailed by position) required for each task included in the scope of services. Discuss the current and anticipated workload for all Key Team Members and their capacity to perform the requested services for the Plan on the schedule contained in this RFP.

H. Work Plan and Schedule

1. This section shall include a description and schedule of how each project task deliverable will be completed. The Work Plan shall be detailed enough 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 firm/team's approach to completing the requested services for this project on schedule.

I. Cost Control

1. Provide information on how the firm/team will control project costs to ensure all work is completed within the negotiated budget. Include the name and title of the individual responsible for cost control.

J. Cost

1. Provide a detailed cost proposal for the project, including all direct costs, including labor.

3.5 PROPOSAL MODIFICATION, WITHDRAWAL, LIMITS ON USE

A. Modification

1. SCRTD will accept modifying any part of a proposal already received only if it is received before the Proposal Due Date.

B. Withdrawal

1. A Proposer may withdraw the entire proposal already received before the Proposal Due Date by submitting a written request for withdrawal executed by the Proposer's authorized representative. After the proposed Due Date, a proposal may be withdrawn only if SCRTD fails to award the Contract within the proposal validity period or any agreed-upon extension thereof. The withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of Proposals.

C. Limits on Use

1. These provisions for modification and withdrawal of Proposals may not be utilized by a Proposer to submit a late proposal and, as such, will not alter SCRTD's right to reject a late proposal.

3.6 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION

A. General Information

1. Proposals will be evaluated, negotiated, selected, and any award made by the criteria and procedures described in this section. Subject to the SCRTD's right to reject any or all Proposals, the Proposer will be selected based on whose proposal is most advantageous to SCRTD, based upon consideration of the criteria. During the initial review of Proposals, SCRTD reserves the right to request clarification of minor issues from any Proposer to ensure a complete understanding of their offer and to adjust any evaluations made with incorrect or unclear information.
2. Attachment C provides a Scoring Matrix that reflects the proposal's requirements.
3. SCRTD will consider all the material submitted by the Proposer and related evidence SCRTD may obtain to determine whether the Proposer is capable of and has a history of completing contracts of the type solicited. A clear and complete response to the solicitation is critical so that the evaluation team may adequately understand all aspects of the proposal.
4. Proposers shall furnish acceptable evidence of their ability to perform, such as financial stability and obtaining the necessary personnel when requested by SCRTD. Refusal to provide requested information may cause the proposal to be rejected.
5. The evaluation team will conduct investigations necessary for a complete evaluation. The team will employ the evaluation criteria outlined in this RFP or in the addenda that may be issued. The evaluation criteria shall be deemed to include any unstated sub-criterion that logically might be included within the scope of the stated criterion.
6. SCRTD reserves the right to select Proposals that are in a competitive range, conduct discussions, and request Best and Final Offers. SCRTD also reserves the right to make an award without discussions or requesting Best and Final Offers.
7. After reviewing proposals, SCRTD has the right to invite none, one, or more Proposals to present and be interviewed at SCRTD offices. The decision to invite none, one, or more Proposers to make a presentation and be interviewed will be at SCRTD's sole discretion and not open to negotiation with Proposers who are or are not invited to present their Proposals and be interviewed. Not all Proposers may be asked. Proposers invited to make a presentation and be interviewed do so at their own expense and are not guaranteed the award of a Contract. SCRTD will not reimburse any costs incurred by the Proposer.
8. Proposers are solely responsible for communicating their ideas, solutions, strengths, etc., within the time limit for their presentation and interview. SCRTD is not responsible for communication the Proposer fails to provide within the time limit allowed. Proposers will know the time limit when a presentation and interview are scheduled.
9. While SCRTD may provide the audiovisual equipment it has on-site for Proposals to use during their presentations and interviews, SCRTD is not responsible for equipment failures or power outages and will not be obligated to schedule another presentation or interview for the Proposal should such failures or outages affect the Proposal's presentations and interviews. Proposers are welcome to bring their equipment as appropriate.
10. It is the proposal's responsibility to submit a clear and complete Proposal. Proposers must not assume they will have another opportunity (presentation, interview, or otherwise) to clarify or further discuss their capabilities/qualifications beyond the Proposal they submit.

B. Opening of Proposals

1. Proposals will not be publicly opened. As allowed by law, all proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only the members of the evaluation team and other SCRTD officials, employees, and agents with a legitimate interest will be provided access to the Proposals and evaluation results during this period.

C. Evaluation Criteria

1. The selection of a successful Proposer will be based on the following criteria:
 - a. Quality and approach of proposal:
 - (1) Proven experience of firm
 - (2) Proven experience and qualifications of staff dedicated to work on this project
 - (3) Proposer's understanding of this RFP
 - (4) Methodology and procedures
 - (5) Work plan/schedules/timelines
 - b. Proposer's cost and/or fees
 - c. Proposer's technical resources
 - d. Proposers' organization and management structure
 - e. The degree to which the Proposer and content of the proposal meet the requirements of the RFP

2. Evaluation Procedures

- a. SCRTD may conduct discussions with all proposers at its sole discretion. The extent of the discussions/demonstrations will vary depending on the nature and quality of the proposals. The basic purposes of the discussions are to review any shortcomings or deficiencies in the proposal, discuss any listed deviations or exceptions, and clarify any information or questions the evaluation team may have concerning the proposal.
- b. Evaluations will be made in accordance with all the evaluation criteria and procedures listed above. SCRTD will select for any award the highest-ranked proposal from a responsible, qualified Proposer that does not render this procurement financially infeasible and is judged to be most advantageous to SCRTD based on consideration of the evaluation criteria.

D. Confidentiality of Proposals

1. Access to government records is governed by State of New Mexico law. Except as State Statutes require, the SCRTD will be exempt from disclosure of proprietary information, trade secrets, and confidential commercial and financial information submitted in the proposal. Any proprietary information, trade secrets, or confidential commercial information that a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket identification by designating whole pages or sections containing proprietary information, trade secrets, or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be identified.
2. The Proposer shall submit proprietary information, trade secrets, or confidential commercial and financial information that the Proposer believes should be exempt from disclosure in a separate volume specifically identified and marked as such as an appendix to the proposal.

3. Upon a request for records from a third party regarding this proposal, SCRTD will notify the party involved in writing. The Proposer shall indemnify SCRTD's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.
4. SCRTD shall employ sound business practices no less diligent than those used for SCRTD's confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposers pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the State of New Mexico laws against disclosure of such information and material to third parties except as permitted by the Contract. The Proposer shall ensure that confidential commercial or financial information, trade secrets, or proprietary information, with such determinations to be made by SCRTD in its sole discretion, bears appropriate notice relating to its confidential character.

3.7 RESPONSE TO PROPOSALS

- A. Notice of Award: The contract shall include all provisions of this RFP and all provisions required in public contracts by local, state, and federal law.
- B. Notice to Unsuccessful Proposers
 1. SCRTD will inform unsuccessful Proposers who were within the competitive range at the time negotiations closed off the following information
 2. The number of prospective Proposers solicited by the SCRTD
 3. The number of Proposals SCRTD received
 4. The name of the successful Proposer

SCRTD will try to give the notice under this paragraph promptly after the contract Award. SCRTD's failure to give that notice shall not be deemed to affect the contract's validity.

- C. Acceptance/Rejection of Proposals
 1. SCRTD reserves the right to reject any or all Proposals for any reason it deems valid at its sole discretion, to undertake discussions with one or more Proposers, and to accept that proposal or modified proposal which, in its judgment, will be most advantageous to SCRTD, price and other evaluation criteria considered. SCRTD reserves the right to consider any specific proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. SCRTD reserves the right to waive any defects, minor informalities, or irregularities in any proposal that do not materially affect the proposal or prejudice other Proposers.
 2. If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the Proposals of all such Proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by SCRTD.
 3. SCRTD may reject a proposal that includes unacceptable deviations from the requirements of this RFP.
- D. Single Proposal Response
 1. If only one proposal is received, and SCRTD finds it to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for SCRTD of the detailed price/cost proposal to

determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a proposal in response to this RFP. A price analysis compared to similar procurements must be based on an established or competitive price of the elements used in the comparison. A comparison must be made to a purchase of a similar quantity involving similar specifications in a similar period. Where a difference exists, a detailed analysis must be made of this difference and the costs attached. Where it is impossible to obtain a valid price analysis, conducting a cost analysis of the proposed price may be necessary. A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Offer undertaken to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance will cost. A cost analysis is generally conducted to determine whether the Proposer applies sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable, and reasonable. Any such analyses and the results therefrom shall not obligate SCRTD to accept such a single proposal, and SCRTD may reject such proposal at its sole discretion.

E. Cancellation of Procurement

1. SCRTD reserves the right to cancel the procurement, for any reason at its sole discretion, before the Contract is fully approved and executed on behalf of SCRTD. SCRTD will not pay Proposers any costs incurred in preparing a proposal responding to this RFP.

SECTION 4 - SPECIAL PROVISIONS

4.1 INTEGRITY OF CONTRACT DOCUMENTS

- A. All parts of the Contract Documents are intended to be integrated so that any work called for in one part and not mentioned in the other, or vice versa, will be executed as if mentioned in all said documents. Wherever conflicting, contradictory, or redundant statements exist between the Scope of Services and the other sections of the RFP document, the other sections take precedence.

4.2 MODIFICATION TO CONTRACT

- A. Written Change Orders: Oral change orders are not permitted. No change in the contract shall be made unless SCRTD gives prior written approval. The Proposer shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification changes not properly ordered by written modification to the contract signed by SCRTD. A properly executed change order takes precedence over previously executed contract provisions.
- B. Change Order Procedure: Within fifteen (15) calendar days after receipt of the written change order to modify the contract, the Proposer shall submit to SCRTD a detailed price and schedule proposal for the work. This proposal shall be accepted or modified by negotiations between the Proposer and SCRTD. At that time, both parties shall execute a detailed modification in writing.

4.3 TERM OF CONTRACT AND RENEWAL

- A. Upon pre-award approval by the SCRTD Board of Directors, SCRTD will issue a One (1) year Contract. Upon Award, the Proposer will begin work and maintain a schedule outlined in the timeline presented in its Proposal and agreed upon by SCRTD.

B. Change Orders to extend the term of the Contract may be made by SCRTD.

4.4 RESERVED RIGHTS OF SCRTD IN SOLICITATION PROCESS

A. In addition to all other rights of SCRTD under New Mexico and Federal law, SCRTD reserves the following rights:

1. The right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
2. The right to select the proposal that it believes will serve the best interest of SCRTD.
3. The right to reject all Proposals.
4. The right to remedy or waive technical or immaterial errors in the RFP.
5. The right to request any necessary clarifications or proposal data without changing the terms.
6. The right to select the Proposer to perform the services required based on the original Proposals without negotiations.
7. The right to make all final determinations as to whether the services and scope of service have been satisfactorily completed.

4.5 PROTEST PROCEDURES

- A. Any Proposer or Proposer whose direct economic interest would be affected by the award of the Contract or the failure to award the Contract may file a protest, claim, or dispute with SCRTD pursuant to the protest procedures attached hereto as Exhibit # B before filing any protest, claim or dispute with the SCRTD.
- B. Protests, claims, or disputes must be in writing and filed with the SCRTD Executive Director at 300 West Lohman, Suite 115, Las Cruces, New Mexico 88005, or via PO Box 1620, Las Cruces, NM 88004. Failure to comply with any requirements may result in the protest being rejected.

REQUIRED FORMS AND CERTIFICATIONS

FEDERAL CLAUSES

(where applicable)

1. No Government Obligation to Third Parties

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

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

2. Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

3. Access to Records

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

4. Federal Changes

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

5. Civil Rights

The following requirements apply to the underlying contract:

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

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

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

(ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

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

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

6. Disadvantaged Business Enterprises

- a. It is the policy of the Department of Transportation and PURCHASER that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this contract. Consequently, the DBE requirement of 49 C.F.R. applies to this contract.
- b. The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, natural origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted 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 the recipient deems appropriate.
- c. The CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from PURCHASER. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the PURCHASER. This clause applies to both DBE and non-DBE subcontractors.
- d. The CONTRACTOR or its subcontractors agrees to ensure that DBEs as defined in 49 C.F.R. have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with federal funds provided under this contract. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform under this contract. Contractors shall not discriminate on the basis of race, creed, color, age, sex or national origin in the award and performance of DOT-assisted contracts.
- e. DBEs will be encouraged and afforded full opportunity to actively solicit information concerning this project and to submit bids and or proposals.

7. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220, 2 CFR 200.318, and subsequent revisions are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any PURCHASER request, which would cause PURCHASER to be in violation of the FTA terms and conditions.

8. Energy Conservation

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

9. Termination

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

its possession belonging to PURCHASER, the CONTRACTOR will account for the same, and dispose of it in the manner PURCHASER directs.

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

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

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

10. Seat Belt Use

The CONTRACTOR agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

11. Safe Operation of Motor Vehicles

The CONTRACTOR agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) Safety. The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award; (ii) Recipient Size. The CONTRACTOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and (iii) Extension of Provision. The CONTRACTOR agrees to encourage its subcontractors to comply with this Special Provision, and include this Special Provision in each third party subcontract at each tier supported with federal assistance.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

[Public Law 115-232](#), section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

13. Governmentwide Debarment and Suspension

By signing and submitting its bid or proposal, the offeror certifies as follows:

The certification in this clause is a material representation of fact relied upon by PURCHASER. If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available to PURCHASER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

If a current or prospective legal matter that may affect the Federal Government emerges, the CONTRACTOR must promptly notify PURCHASER so that it can notify the Federal Government. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The CONTRACTOR agrees to include a similar notification requirement in subcontracts exceeding \$25,000 financed in whole or in part with federal assistance provided by FTA and must require each subcontractor to include an equivalent provision in its federally assisted subcontracts exceeding \$25,000.

15. Lobbying Restrictions

The CONTRACTOR agrees to:

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

16. Buy America

17. Clean Air

18. Clean Water

19. Breaches and Disputes

20. Cargo Preferences

21. Fly America requirements

22. Davis Bacon and Copeland Anti-Kickback Acts

23. Equal Employment Opportunity

24. Contract Work Hours and Safety Standard Act

25. Bonding Requirements

26. Veterans Preference

27. Seismic Safety

28. Transit Employee Protective Arrangements

29. Charter Bus and School Bus Requirements

30. Substance Abuse

31. Patent and Rights Data

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

33. Accessibility

34. Bus Testing

35. Pre-Award and Post-Delivery Requirements

ADDENDA

The undersigned acknowledges receipt of the following addenda to the document:

Addendum No. Dated _____

Addendum No. Dated _____

Addendum No. Dated _____

Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be established and included with the offer.

The undersigned understands that any conditions stated above, clarifications made to above, or information submitted on or with this form other than that requested will render the bid unresponsive.

(Name of Individual, Partnership or Corporation)

(Address)

(Authorized Signature)

(Title)

(Date)

(Telephone)

LOBBYING CERTIFICATION

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

- 1) No federally 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 any 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 collaborative agreement.
- 2) If any funds other than federally 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 agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of the 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. 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.

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 Authorized Official

Name and Title of Authorized Official

Date _____

AGREEMENT OF GOODS and SERVICES

To: South Central Regional Transit District
830 Anthony Dr,
Anthony, NM 88021

The undersigned hereby agrees to furnish the goods and services listed below in accordance with the attached specifications, which have been carefully examined.

Signed: _____

Printed Name: _____

_____ Title: _____

Date: _____ Telephone: _____

For (Company): _____

Address:

CERTIFICATE OF NON COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Proposer or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached proposal has been arrived at by the Proposer independently and has been submitted without collusion and without any agreement, understanding, or planned course of action with any other vendor of materials, supplies, equipment, or service described in the Request for Proposal, designed to limit independent bids or competition;
3. That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the Proposer, and will not be communicated to any such person before the official opening of the Proposals; and,
4. That I have fully informed myself regarding the accuracy of the statement made in this affidavit.

Signed _____

Firm Name _____

Subscribed and sworn to before me this _____ day of _____ ,
2024

Notary Public

My commission expires _____,

Proposer's E.I. Number _____
(Number used on employer's Quarterly Federal Tax Return)

AFFIRMATIVE ACTION PLAN CERTIFICATION

The undersigned hereby certifies that the business complies with all federal affirmative action requirements applicable to the business.

Signature: _____

Typed Name: _____

Company: _____

Title: _____

Date: _____

Bidder's firm is: (check or complete all applicable boxes)

an individual

a partnership

a non-profit organization

a corporation incorporated under the laws of the State of

_____ a limited liability corporation (LLC)

other, _____

Attachment “A”

Existing Short-Range Transit Service Plan

See attached.

Attachment “B”

PROTESTS, APPEALS, AND REMEDIES

1. Authority to resolve protested solicitations and awards.

The Purchasing Agent is responsible to address, process, and exercise the following:

- (a) *Protests of bid or RFP specifications or scope of work.* Any vendor aggrieved in connection with the specifications or scope of work in a solicitation may protest to the Purchasing Agent. The protest shall be submitted in writing no later than 7 calendar days before the deadline for receipt of the bid or proposal. No protest bond will apply to such a protest. The Purchasing Agent shall issue a determination in writing within 2 workdays of receipt of such protest and either proceed with the solicitation, modify it, or cancel it
- (b) *Right to protest; protest bond.* Any actual or prospective bidder, offeror or contractor aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall contain all the grounds for such protest. It must be submitted in writing within 15 calendar days after such aggrieved person knows or should have known of the facts giving rise thereto, along with a bond provided by a surety company authorized to do business in the state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the SCRTD. The bond amount shall not exceed the estimated cost to the SCRTD of processing and defending a protest. Only one protest per person per solicitation is permitted.
- (c) *Authority to resolve protests.* The Purchasing Agent shall have the authority, before the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- (d) *Decision.* Suppose the protest is not resolved by agreement. In that case, the Purchasing Agent shall promptly issue a written decision stating the reason for the action taken and informing the protestant of its right to appeal the decision to the SCRTD Board. A copy of the decision of the Purchasing Agent shall be mailed, and a return receipt requested or hand-delivered to the protestant or the address provided in the protest.
- (e) *Appeal.* Any appeal to the SCRTD Board of an adverse decision shall be filed with the Executive Director’s office within 15 calendar days after the decision has been delivered to the aggrieved person. The proceeding before the Board shall be de novo. The Board shall decide whether the solicitation or award was in accordance with this Policy, procedures, and the terms and conditions of the solicitation.
- (f) *Decisions final.* A decision of the SCRTD Board under this Section shall be final and conclusive. The aggrieved person may seek judicial review in the state First

Judicial District Court within 30 days of the receipt of notice of the decision of the SCRTD Board.

- (g) *Stay of procurements during protests.* In the event of a timely protest under subsection (a) of this section, the Purchasing Agent shall not proceed further with the solicitation or with the award of the contract unless the Purchasing Agent, after consultation with the Executive Director, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the SCRTD.
- (h) *Entitlement to costs.*
 - (1) When a protest is sustained, and the protesting bidder or offeror should have been awarded the contract under the solicitation but was not, then the protesting bidder or offeror shall be entitled, in addition to any other relief, to the reasonable costs incurred in connection with the protest or appeal costs other than attorney's fees.
 - (2) Should the protest be denied, the SCRTD shall be entitled to recover reasonable costs for processing and adjudicating the protest and for costs associated with an unreasonable delay of the contract. Recovery of these costs shall not be limited to the proceeds from the protest bond. Excess bond proceeds shall be returned to the person.

2. Contract Claims.

Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission. Within 15 calendar days of the time the contractor knows or should have known of the facts and circumstances giving rise to a claim, the following procedure shall apply:

- (a) *Notice of claim to the Purchasing Agent.* All claims by a contractor against the SCRTD relating to a contract, except bid protests, shall be submitted in writing to the Purchasing Agent for decision. The contractor may request a conference with the purchasing agent regarding the claim.
- (b) *Notice to the contractor of the Purchasing Agent's decision.* The Purchasing Agent's decision shall be issued in writing within 15 calendar days of the claim notice and immediately mailed, or otherwise furnished, to the contractor. The decision shall state the reasons for the decision reached and shall inform the contractor of its appeal rights under subsection (d) of this section.
- (c) *Failure to render a timely decision.* Suppose the Purchasing Agent does not issue a written decision regarding any contract controversy within 15 days after the written request for a final decision or within such longer period as may be agreed upon between the parties. In that case, the aggrieved party may proceed as if an adverse decision had been received.

- (d) *Appeal.* Any appeal to the SCRTD Board of an adverse decision shall be filed with the Executive Directors' office within 15 calendar days after the decision has been received by the aggrieved person. The proceeding before the SCRTD Board shall be de novo.
- (e) *Decisions by Board final; exception.* A decision of the SCRTD Board under this section shall be final and conclusive unless a protestant seeks judicial review in the state First Judicial District Court within 30 days of receiving notice of the decision of the SCRTD Board.

3. Remedies for solicitations or awards in violation of law.

- (a) *Before bid opening or closing date for receipt of Proposals.* If, before the bid opening or the closing date for receipt of Proposals, the Purchasing Agent, after consultation with the SCRTD Attorney, determines that a solicitation violates applicable law or regulation then the solicitation shall be canceled by the Purchasing Agent or revised to comply with applicable law.
- (b) *Before award.* If, after bid opening or the closing date for receipt of Proposals, the Purchasing Agent, after consultation with the SCRTD's Legal Counsel, determines that a solicitation or a proposed award of a contract violates applicable law, then the solicitation or proposed award shall be canceled by the Purchasing Agent.
- (c) *After award.* If, after an award, the Purchasing Agent, after consultation with the SCRTD's Legal Counsel, determines that a solicitation or award of a contract violated applicable law, then:

If neither the purchaser nor the person awarded the contract has acted fraudulently or in bad faith:

- a. The contract or invoice may be ratified and affirmed or approved for payment by the Board for any amount or the Executive Director, as applicable, for amounts under \$100,000.00, provided that it is determined that doing so is in the best interests of the SCRTD; or
- b. The contract may be terminated, and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, before the termination or

If either the purchaser or the person awarded the contract has acted fraudulently or in bad faith, the Purchasing Agent may declare the contract null and void if such action is in the best interests of the SCRTD.

Attachment “C” Scoring Matrix

Scoring Matrix for Ten-Year Planning Study Proposals

Criteria	Description	Weight (%)	Score (1-5)	Weighted Score
Project Understanding & Approach	The degree to which the proposal demonstrates an understanding of the project scope and goals.	20%		
Methodology & Work Plan	Appropriateness and feasibility of the proposed study methodology and work plan.	20%		
Qualifications & Experience	Relevant experience of the firm/team in similar long-range transit planning studies.	15%		
Innovative Solutions	Inclusion of innovative or creative approaches to meet planning challenges.	10%		
Stakeholder Engagement Strategy	Quality of the plan for engaging stakeholders and incorporating community input.	15%		
Cost Effectiveness	Alignment of the proposed budget with the scope of work and value delivered.	10%		
Timeline & Deliverability	The realism of the proposed timeline and ability to meet milestones within the study period.	10%		
TOTAL		100%		/ 100

Scoring Key (1-5)

- **5:** Excellent – Exceeds expectations and provides exceptional value.
- **4:** Good – Meets expectations with minor areas for improvement.
- **3:** Satisfactory – Adequate but lacks distinction or innovation.
- **2:** Poor – Significant shortcomings in quality or feasibility.
- **1:** Unacceptable – Fails to meet minimum requirements.

How to Use This Matrix

1. **Assign Scores:** Review each proposal and assign a score from 1 to 5 for each criterion.
2. **Calculate Weighted Scores:** Multiply the raw score by the weight percentage for each criterion.
3. **Total Score:** Sum the weighted scores to arrive at the final score for each proposal.
4. **Select the Winning Proposal:** The proposal with the highest total score should be considered for selection, assuming it meets all minimum requirements.

This matrix balances **qualitative factors** (e.g., innovation, experience) with **quantitative measures** (e.g., budget, timeline), ensuring a well-rounded evaluation.

Attachment “D”
PROFESSIONAL SERVICES AGREEMENT
BETWEEN

Contractor, and

SOUTH CENTRAL REGIONAL TRANSIT DISTRICT

This agreement (“Agreement”) is entered into as of the _ day of 2024 by and between _____ (“Contractor”) and the South Central Regional Transit District (“SCR TD”).

WHEREAS, the SCR TD is a political subdivision of the State of New Mexico, and,

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

WHEREAS, the SCR TD has adopted its procurement code pursuant to the powers and authority granted to it under the Regional Transit District Act and

WHEREAS, pursuant to the SCR TD’s Procurement Regulations, 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 as attached (Exhibit “A”) and contained within the RFP; and

WHEREAS, the SCR TD has selected the Contractor as the offeror most advantageous to the SCR TD and

WHEREAS, the procurement regulations are available to all vendors and contractors by and through the SCR TD. The most current version of the regulations are adopted by Resolution No. 2012-21 and are entitled “South Central Regional Transit District Procurement Regulations.”

NOW, THEREFORE: in consideration of the mutual agreements of the parties herein and

for other good and valuable consideration, the receipt of which is hereby acknowledged the parties to this Agreement agree as follows:

1. SCOPE OF WORK

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

A. Provide all services contained in their response to the RFP and the Scope of Work Attached hereto as Exhibit "A" and any and all addenda as described in the SCRTDs RFP and as outlined in the project proposal.

B. Deliver the completed project promptly. All work will be done in cooperation with the SCRTD's project coordinator and in accordance with the Plan timeline.

C. Submit invoices as outlined in the Contractor's proposal, containing a detailed report of work performed. Invoices shall be substantially in the form outlined in the Contractor's proposal and shall contain a detailed report of work performed enough to meet the New Mexico Department of Transportation's requirements contained in the Memorandum of Agreement with the SCRTD which is attached hereto as Exhibit "B". Contractor recognizes and acknowledges that the SCRTD must make quarterly reports of progress including actual costs and expenses incurred as of the reporting date. The contractor's failure to submit enough information in a timely manner for this purpose may compromise the SCRTD's ability to obtain federal funds. It may, in turn, compromise payments by the SCRTD to the Contractor for amounts otherwise compensable under this Agreement.

D. The Contractor may be required to attend SCRTD Board meetings and provide advice to the full SCRTD Board if the Executive Director requests it.

E. Contractor may be required to perform such acts and render such services as are reasonably necessary to complete the work contemplated under this Agreement.

F. Contractor understands and agrees that the professional services covered by this scope of work are to be performed and delivered by the principal professionals within the Contractor's firm and that substitution of subcontractors or delegation of critical work to subordinates does not meet the demands and expectations of SCRTD.

G. 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 SCRTD as works for hire. The 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 SCRTD. The contractor shall not use deliverables in any manner for any other purpose without the express written consent of the SCRTD.

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 SCRTD shall pay to the Contractor \$_____ for services referred to above, excluding gross receipts tax. The aforementioned amount is inclusive of Contractor expenses anticipated to be incurred in performing 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 deliverable tasks outlined in the Contractor's proposal attached hereto as Exhibit "C." 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, service delivery and timely billing after that is a condition precedent to any payment by SCRTD to the Contractor.

C. The Contractor's sole responsibility for paying taxes on any money received under this Agreement is the New Mexico gross receipts tax levied on the amounts payable under this Agreement. The SCRTD will pay the New Mexico gross receipts tax to the Contractor.

D. The Contractor agrees to refund the SCRTD in the same proportion as it was paid to the Contractor. The expenditures under this agreement, when determined by the independent audit, are to be ineligible for payment.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the SCRTD for the performance of this Agreement. If the SCRTD does not make enough appropriations and authorization, this Agreement shall terminate upon written notice given by the SCRTD to the Contractor. The Contractor shall accept the SCRTD's

decision as to whether enough Appropriations are available. They shall be final. By executing this Agreement, the SCRTD represents that it will make reasonable faith efforts to ensure enough 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, the Contractor acknowledges and agrees that SCRTD is not responsible for ensuring that budgeted amounts will be appropriated enough to pay any amendment, extension, or other charges beyond those outlined in Section 3 above.

5. TERM AND EFFECTIVE DATE

This agreement shall not become effective until the South Central Regional Transit District approves. It shall terminate at 5:00 p.m. on _____ 2024 unless terminated pursuant to paragraph 6 below or extended by agreement in writing for up to six (6) additional months.

6. TERMINATION

A. The SCRTD may terminate this Agreement upon ten (10) days' written notice. Upon such termination, the Contractor shall be paid for Services completed to the satisfaction of SCRTD. The Contractor shall render a final report of the Services performed to the date of termination and turn over to SCRTD the 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 SCRTD 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 SCRTD shall pay the Contractor for the reasonable value of services satisfactorily performed

through the date the 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 the Contractor shall be paid for services rendered and costs incurred through the termination date.

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the SCRTD and are not employees of the SCRTD. As a result of this Agreement, the Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of SCRTD vehicles, or any other benefits afforded to employees of the SCRTD.

B. The Contractor shall be solely responsible for paying wages, salaries, and benefits to all employees or contractors retained by the Contractor to perform the services under this Agreement.

C. The Contractor is not an agent or employee of SCRTD and will not be considered an employee of SCRTD for any purpose. The contractor, its agents, or employees shall make no representation that they are SCRTD employees, nor shall they create the appearance of being employees by using a job or position title on a nameplate, business cards, or in any other manner bearing the SCRTD's name or logo.

D. Contractor shall have no authority to bind SCRTD to any agreement, contract, duty, or obligation. The contractor shall make no representations intended to, or create the appearance of, binding the SCRTD to any agreement, contract, duty, or obligation. The 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 SCRTD

provided, however, that the Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

8. 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 SCRTD, except as otherwise provided by law. Notwithstanding the preceding agreement to keep materials confidential, the Contractor acknowledges and agrees that the SCRTD may provide copies of all documents required to be made available for inspection and copying pursuant to the New Mexico Inspection of Public Records Act. The contractor is not required to provide SCRTD with any documents that are not work product or are not otherwise required 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 SCRTD or Contractor nor to compel the 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 always comply with and assist the SCRTD in complying with that law.

9. CONFLICT OF INTEREST

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

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 SCR TD. The contractor acknowledges that the SCR TD is a SUBGRANTEE under Exhibit B and is expressly bound to seek the approval of any subcontracts under that agreement from the New Mexico Department of Transportation. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the SCR TD. The contractor agrees that its principal officers and employees are to perform the scope of work under this agreement and that it will not unreasonably delegate work to subordinates.

10. RELEASE

Upon acceptance of final payment of the amount due under this Agreement, the Contractor releases the SCR TD, its officers, and employees from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind SCR TD to any obligation not assumed herein by the SCR TD unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. INSURANCE

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

B. The contractor shall obtain and maintain the Workers' Compensation insurance required by law to provide coverage for the Contractor's employees throughout the term of this Agreement. Upon request, the Contractor shall give the SCR TD evidence of its compliance with such requirements.

C. Contractor shall maintain professional liability insurance throughout the term of This agreement provides a minimum coverage of one million dollars (\$1,000,000) per occurrence.

D. Automobile Liability Insurance shall be in an 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,

E. General Liability Insurance shall be for \$1,000,000 combined single limit and per occurrence shall name the SCRTD as an additional insured and shall provide that the SCRTD will be notified no less than thirty (30) days in advance of cancellation;

F. The SCRTD retains the right to require that the Contractor obtain or provide proof of insurance, certificates of insurance, riders, or addenda, including documents listing SCRTD as an additional named insured if, in the SCRTD's opinion, the Contractor's work creates a risk or liability for the SCRTD that can be covered and insured without excessive cost or expense to the Contractor.

G. Waiver of insurance requirements may only be performed in writing by the SCRTD's Executive Director and only if he is satisfied that the waiver will not result in substantial or unreasonable liability for the SCRTD.

13 INDEMNIFICATION

The contractor agrees to indemnify SCRTD to the extent permitted by law for the Contractor's acts and omissions under this Agreement and other liabilities that the SCRTD may incur due to the Contractor's performance or failure to perform the services outlined in this Agreement.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the SCRTD 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 SCRTD and its “employees,” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, any defense, or any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any New Mexico Tort Claims Act provision.

15. THIRD PARTY BENEFICIARIES

A. By entering into this Agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the SCRTD 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.

B. In compliance with the requirements outlined in Exhibit B, the Contractor acknowledges and agrees to the following:

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

16. RECORDS AND AUDIT

A. The Contractor shall maintain, throughout the term of this Agreement and for six (6) years after that, records that indicate the date, time, and nature of the services rendered. The contractor shall make available for inspection by SCRTD all records, books of account, memoranda, and other documents about SCRTD should be sent at any reasonable time upon request. The SCRTD, the Department of Finance and Administration, and the State Auditor shall inspect these records. The SCRTD shall have the right to audit the billing before and after payment.

Payment under this Agreement shall not foreclose the SCRTD's right to recover excessive illegal payments.

B. Contractor acknowledges and agrees to maintain all records over five (5) years from the date of the last expenditure report submitted to the Federal government under Exhibit B to ensure the SCRTD can comply with the requirements under that agreement.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

The contractor shall abide by all applicable federal and state laws and regulations as well as all ordinances, rules, and regulations of the South Central Regional Transit District. 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 State of New Mexico courts shall be brought in the First Judicial SCRTD.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

Any notices required under this Agreement shall be in writing and served by personal delivery or 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 prepaid, or on the date sent and received if sent by electronic mail. Notices by regular mail shall be sent to a party at the address set forth below:

**South Central Regional Transit District
Executive Director
830 Anthony Dr,
Anthony, NM 88021**

Contractor

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 above address.

23. COMPLIANCE WITH FEDERAL RESTRICTIONS Federal Clause 23?

The Contractor acknowledges and agrees that contracts such as this Agreement, which are funded with or implicate federal laws, grant requirements, and restrictions, are subject to state and federal requirements and compliance above and beyond the express terms outlined in this Agreement and that the Contractor has made an independent inquiry and satisfied itself that it may perform the work required under this Agreement while, at all times, maintaining compliance with said restrictions. Express requirements and regulations include but are not limited to:

- A. All requirements of 49 U.S.C. §5304 whether express or implied;
- B. Federal Funds received by the SCRTD shall be used solely for activities described in the Scope of Work outlined in Exhibit B.
- C. Federal Funds shall only be allocated to pay eligible costs as outlined in Exhibit B and as detailed in 2 Code of Federal Regulations (CFR) parts 200 and 1201, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”
- D. Compliance and certification of compliance with Program Fraud Civil Remedies Act of 1986, 31 U.S.C. §§ 3801 et seq. and associated regulations, including 49 C.F.R. Part 31. Penalties may be imposed under 18 U.S.C. §1001 and 49 U.S.C. 5307(n) (1). The full text of the clauses is as follows:

“The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. §§3801 et seq. U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions regarding this Program. The Contractor certifies or affirms the truthfulness and accuracy of any statement about the AGREEMENT or the FTA-assisted Program for which this work is being performed. The Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal government under a contract connected with a program that is financed in whole or in part with Federal assistance initially awarded by FTA under the authority of 49 U.S.C. § 5307, the Federal government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307 (n)(1) on the Contractor, to the extent the Federal government deems appropriate.”

E. Compliance and assistance with compliance with the Privacy Act of 1974 requirements, 5 U.S.C. §552a.

F. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights Act, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of

Labor regulations 41 C.F.R. part 60 and 49 C.F.R. part 21.

G. Federal Transit Laws, including 49 U.S.C. §5332 and all implementing regulations.

H. All contractual provisions required by FTA Circulars 4220.1F and 8100.1C.

I. Compliance and assistance with Title VII of the Civil Rights Act, 42 U.S.C. §2000e, and Federal Transit Laws at 49 U.S.C. §5332, 41 C.F.R. Parts 60 et seq. and implementing regulations. The specific provision of Exhibit B is as follows:

“The following equal opportunity requirements apply to the AGREEMENT:

Race, Color, Creed, National Origin, Sex – by Title VII of the Civil Rights Act, 42 U.S.C. §2000e, and Federal Transit Laws at 49 U.S.C.

§5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor regulations: Office of Federal Contracts Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 C.F.R. Parts 60 et seq., (which implement Executive Order no. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 relating to Equal Employment Opportunity,” 42 U.S.C. §20003 note), and with any applicable Federal statutes, executive orders, regulation and Federal policies that may in the future affect construction activities undertaken in the course of the Program. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading,

demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.”

J. Compliance and assistance with the Age Discrimination in Employment Act of 1967, 29 U.S.C. §623, and Federal Transit Laws at 48 U.S.C. §5332. The specific provision of Exhibit B is as follows:

“The following equal opportunity requirements apply to the AGREEMENT:
Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. §623 and Federal Transit Laws at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and Prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.”

K. Compliance and assistance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. §12112 and 29 C.F.R. Part 1630. The specific provision of Exhibit B is as follows:

“The following equal opportunity requirements apply to the AGREEMENT:
Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirement of the U.S. Equal Employment Commissions, “Regulation to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.”

L. Compliance with all applicable standards, orders, or regulations and assistance in reporting any violations relating to the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., and the Clean Air Act, 42 U.S.C. §§7401 et seq.

M. Compliance with Executive Order 12549, as implemented by 49 C.F.R. Part 29 regarding non-employment of suspended and debarred contractors.

N. Compliance and certification of compliance with 49 C.F.R. Part 29 and particularly Subpart "C" by Contractor and any subcontractors.

O. The 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.

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

IN WITNESS, the parties executed this Agreement on that date.

Below.

CONTRACTOR

By: _____
Its: _____
Date: _____

**SOUTH CENTRAL REGIONAL
TRANSIT DISTRICT:**

David Armijo,
Executive Director

Date: _____

Approved as to form:

Chair