

**South Central Regional Transit District
Request for Proposal
For
Project Management Services
Plan RFP 2024-04**

October 27, 2024



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

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1. SUMMARY AND BACKGROUND

The South Central Regional Transit District (SCRTD) transit system is a special district governed by the State of New Mexico. It seeks proposals from qualified vendors for Project Management Services (PMS). This project will oversee and coordinate various construction and infrastructure improvement projects across multiple SCRTD facilities in accordance with state and federal laws and regulations. The services will be under the direct supervision of the SCRTD Transit Office.

SCRTD provides fixed-route transit service in Dona Ana, Sierra, and Otero counties and connections to El Paso County, Texas. The service is primarily funded by Federal Transit Administration grant funds, including Sections 5311, 5310, and 5339 Federal Transit Administration (FTA) grants and local funds.

SCRTD is currently seeking proposals from qualified vendors for technical support for several capital projects, including the Phase III Anthony Transit Facility renovation which will include finalizing the asphalt pavement in the front of the facility, installation of an electronic gate, and removal of fencing at the facility, facility renovation of the bus garage in the Sunland Park Facility, renovations may include new asphalt in the parking lot, supervision of installation of the latest electric charging stations, the development and installation of a solar array at this facility and other capital projects projected in the next two years and all projects completed in accordance with State and Federal laws and regulations. All services will be in accordance with and under the direct supervision of the SCRTD Transit Office.

2. PROPOSAL GUIDELINES AND INSTRUCTIONS TO PROPOSERS

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until 5 p.m. (insert date). Any proposals received after this date and time will be returned to the sender unopened. All proposals must be signed by an official agent or company representative submitting them.

Number of Submittals

The proposer shall submit ONE (1) original and FOUR (4) printed copies. The Proposal shall be submitted in a separate sealed envelope marked "Proposal for Transit Development Program" on the outside of the envelope.

Content

Each submittal package shall contain:

- Proposal shall not exceed 100 single-sided or 50 double-sided pages, exclusive of price proposal, financial information, and other required forms. Cover letters shall be part of the maximum page limit. Tabs or dividers shall only include indexing and title information.
- Qualifications of the firm and the individuals to be assigned.
- Price Proposal and Financial Information
- All forms required of this RFP
- Statement of ability to obtain the levels of insurance required

PROPOSER RESPONSIBILITY

By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that Proposer is capable of performing quality work to

achieve the objectives of the South Central Regional Transit District. Failure to read and/or understand any portion of this RFP shall not be cause for waiver of any portion of the RFP or subsequent contract. The Proposer is responsible for considering applicable laws and FTA or ACT regulations that may affect the work's cost, progress, performance, or furnishing. SCRTD will hold the Proposer accountable for every item within the RFP and resultant contract.

PRE-PROPOSAL CONFERENCE AND REQUESTS FOR INFORMATION

A nonmandatory **Pre-RFP conference** call will be provided on November 21, 2024, at 2:00 pm. 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: Project Management Services RFP Pre-Proposal Meeting
Time: Nov 21, 2024, 02:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/86474221449?pwd=Id5GFdl8ZKI0VUhFAuEob4nQTW287J.1>

Meeting ID: 864 7422 1449

Passcode: 708993

One tap mobile

+13462487799,,86474221449#,,,,*708993# US (Houston)

+12532158782,,86474221449#,,,,*708993# 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
- +1 301 715 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
- +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

Meeting ID: 864 7422 1449

Passcode: 708993

Find your local number: <https://us06web.zoom.us/j/86474221449>

Proposers are not required to attend the pre-proposal conference in person. Proposers are encouraged to submit questions in writing prior to the meeting. The purpose of the Pre-Proposal Conference is to answer questions and provide clarification regarding the RFP and to help ensure SCRTD's receipt of thorough responses to the RFP that are prepared using the same base assumptions.

Proposers may submit questions, request clarification, or request a change to the RFP by submitting a written request to Sara Vasquez at vasquez@scrted.org. The request shall specify the provision of the RFP in question, and if a change is requested, an explanation shall be provided. If the requested change is to the Scope of Work, SCRTD may decline to respond to questions or change requests received after the date set for receipt of proposals

ADDENDA

SCRTD shall not be responsible for any oral instructions regarding proposal instructions, specifications, or proposal documents described in this RFP. Any and all changes will be in the form of one or more written addenda/addenda. All addenda issued shall become part of the RFP and resultant agreement. Proposers shall acknowledge the receipt of any and all addenda by submitting a signed copy of the Addenda Certification with their proposal.

DISCUSSIONS/NEGOTIATIONS/BEST AND FINAL OFFERS

SCRTD reserves the right to award a contract based on initial offers received without discussions. Therefore, each initial offer should contain Proposer's best terms from a programmatic and cost standpoint. SCRTD reserves the right to enter into discussions/negotiations with one or more Proposers and to request the submission of best and final offers from those Proposers who are still under consideration for award after the conclusion of such discussions/negotiations. No Proposer shall have any rights against SCRTD arising from an invitation to enter discussions/negotiations or to submit a best and final offer.

SOUTH CENTRAL REGIONAL TRANSIT DISTRICT RESERVATION OF RIGHTS

This RFP does not commit SCRTD to award a contract, pay any costs incurred in preparing a proposal in response to this request, or contract for services. SCRTD reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified sources, or to cancel in part or its entirety this RFP. The lowest-priced proposal will not necessarily be selected. SCRTD expressly reserves the right to reject any or all proposals, or any part thereof; to accept any proposal or any part thereof; or to waive any defects or informalities in a proposal.

PROPOSER INCURRED COSTS

The proposer is responsible for all costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of SCRTD and may not be returned after the proposal submission deadline.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be modified, withdrawn, or canceled by a Proposer for one hundred eighty (180) calendar days following the proposal submission deadline, and each Proposer agrees to submit the proposal. Proposals may be withdrawn, altered, and resubmitted at any time before the submission deadline. Notice of withdrawal must be written and signed by Proposer's authorized representative. Written withdrawal notice must be received before the proposal's due date and time. Withdrawn proposal may be resubmitted before the submittal due date and time.

PROTEST PROCEDURE

All protests must be in writing and filed with SCRTD using the procedures set forth herein. Any actual or prospective Proposer has the right to seek resolution of any concerns, issues, or perceived wrongs associated with any procurement involving federal funds by submission of a written protest. Written protests shall be submitted to:

SCRTD Attn: Sara Vasquez, CPO at vasquez@scrted.org

Each protest must include the name, address, telephone number, and fax number of both the Protestor and the Protestor's agent are authorized to act on the Protestor's behalf on all matters related to the protest. Each protest must be timely and include a written statement describing the factual basis for the protest, any applicable legal support for the protestor's position, and the desired remedy.

Protests may be filed three (3) times during the procurement process.

1. A protestor who has an objection to any solicitation document or process before the due date for receipt of proposals shall protest no later than ten (10) full working days before the due date for receipt of proposals;
2. A protestor who has an objection to the Notice of Intent to Award a contract shall lodge a protest no later than five (5) full working days after the date of the "Notice of Intent to Award;" and,
3. A protestor who has an objection to the subsequent award of a contract shall protest no later than five (5) full working days after the contract award date.

Upon receipt of a protest on a solicitation involving the expenditure of federal funds, the SCRTD shall notify New Mexico of the protest received, the nature of the protest, and, if requested, forward a copy of the Protestor's protest documents to the NMDOT. In addition, SCRTD shall notify proposers who may be adversely affected by a decision and provide them with a copy of the Protestor's protest documents. The SCRTD shall be responsible for reviewing and resolving all protests. Based upon the nature of the protest, the SCRTD may determine the protest based upon the written material provided by the Protestor, additional material obtained during the investigation, a hearing conducted to resolve the issues raised in the protest, or based upon such other investigation or processes the SCRTD finds to be appropriate under the circumstances. The decision of the SCRTD shall:

- (1) be rendered within ten (10) working days of receipt of the protest or five (5) working days after the conclusion of any hearing conducted;
- (2) be in writing and setting forth the basis for the decision rendered; and,
- (3) be promptly transmitted to the Protestor, other interested Proposers, and the ACT. The decision of the SCRTD shall be final and binding unless a timely appeal is taken to the SCRTD Chairperson. Within seven (7) calendar days of the decision rendering, the protestor or other negatively affected party may appeal that decision to the SCRTD Chairperson. The SCRTD Chairperson shall render a

final and binding decision based upon the record established by the SCRTD within seven (7) calendar days of receipt of the appeal.

METHOD OF PAYMENT AND INVOICING

SCRTD will compensate the Contractor for satisfactory and complete work performance at the prices outlined in the contract.

The contractor shall be paid in arrears monthly. The contractor shall submit an invoice to the SCRTD for work completed during the previous month. Invoices must be submitted to the SCRTD by the 10th day of the month following the period in which the services were performed and must contain the date, contract number, supporting documentation, and invoice amount. Advance payments are not authorized. SCRTD shall make every effort to process payment within thirty (30) calendar days after receiving and approving a correct invoice.

ADDITION/DELETION OF SERVICES

SCRTD reserves the right to add and/or delete services under the contract. All such changes, mutually agreed upon by and between parties, shall be incorporated by written, signed change orders to the agreement. All such change orders shall state any increase or decrease in the compensation due to the Contractor for the change in the scope. Verbal changes to the contract are not authorized.

UNSATISFACTORY PERFORMANCE

SCRTD shall decide all questions about the quality and acceptability of any work performed under the contract as monitored and documented by SCRTD. If, in the opinion of SCRTD, performance becomes unsatisfactory, SCRTD shall notify the Contractor. The contractor shall have a reasonable amount of time to cure the inadequate performance. Suppose the unsatisfactory performance is not corrected within the specified time. In that case, SCRTD shall have the immediate right to complete the work satisfactorily and deduct the cost to cover any balances due or to become due to the Contractor in the form of liquidated damages. Repeated incidents of unsatisfactory performance may result in the cancellation of the contract for default.

OUTSOURCING

If the organization submitting a proposal must outsource or contract any work to meet the requirements, the proposal must clearly state this. Additionally, all costs included in proposals must be all-inclusive, including any outsourced or contracted work. Any proposals that call for outsourcing or contracting work must include the contracted organizations' names and descriptions.

CONTRACT TERMS

Contract terms and conditions will be negotiated upon selecting the winning bidder for this RFP. SCRTD legal counsel will review all contractual terms and conditions, including the scope, budget, schedule, and other necessary project items.

3. PROJECT DESCRIPTION AND SCOPE

Scope of Work for Project Management Services

The scope of work for this Project Management Services (PMS) contract includes:

1. Electric Charging Stations:

- Oversee the installation of three electric charging stations at the Sunland Park Maintenance Facility.

Coordinate with El Paso Electric Company to install and upgrade power lines on the 295 Quinella Road property.

2. Solar Panel Installation:

- Manage the installation of solar panels for electric buses at the Sunland Park Maintenance Facility.
- Work with Solar Smart Living to install solar panel equipment.

3. Electric Gate Installation:

- Oversee the replacement and installation of electric gates at the Sunland Park and Anthony Maintenance Facilities.

4. Solar Array Design and Installation:

- Oversee the design and installation of a solar array at the Sunland Park Maintenance Facility.

5. Asphalt Replacement:

- Manage the removal and replacement of asphalt at the Sunland Park Maintenance Facility.

4. PROJECT TIMELINE

All proposals in response to this RFP are due no later than 5 pm December 9, 2024.

Proposals will be evaluated on December 16, 2024. If additional information or discussions are needed with any proposers during this two-week window, the proposer(s) will be notified.

The selection decision for the winning proposer will be made no later than December 17, 2024.

Upon notification, contract negotiations with the winning proposer will begin immediately and be completed by December 30, 2024.

Notifications to proposers who were not selected will be completed by December 17, 2024.

VIII SEQUENCE OF EVENTS

The CPO will make every effort to adhere to the schedule below. All dates are subject to change by addendum of the CPO where a change in the timeline or extension is in the best interest of the District.

Action	Responsible Party	Due Dates & Time Frames
RFP Release	SCRTD	October 27, 2024
Deadline to Submit Questions	Potential Offerors	November 15, 2024
Written Response to Questions Due	SCRTD	November 19, 2024
Pre-RFP Conference Call	All Parties	November 21, 2024
Submission of Organizational References	Potential Offerors	December 2, 2024
Submission of RFPs	Potential Offerors	December 9, 2024
Evaluation of Proposals	SCRTD	December 16, 2024
Selection of Finalist	SCRTD	December 17, 2024
Protest Period Ends	SCRTD/Finalist Offerors	December 27, 2024
Recommend Contract Award to Board Notice of Intent to Award Posted	SCRTD	January 22, 2025
Finalize Contractual Agreements	SCRTD/Finalist Offerors	January 24, 2025

5. BUDGET

All proposals must include proposed costs to complete the tasks described in the project scope. Proposers shall use the form in this RFP to provide the cost proposal. The cost of this project is projected to be \$100,000 for two years or until the list of projects proposed during this period is complete.

6. PROPOSER QUALIFICATIONS

Bidders should provide the following items as part of their proposal for consideration:

- Company History
- Experience
- Demonstrated knowledge of FTA regulations and the 5339 Bus and Bus Facilities FTA grant program

7. PROPOSAL EVALUATION CRITERIA

SCRTD will evaluate all proposals based on the following criteria. To ensure consideration for this Request for Proposal, your proposal should be complete and include all of the following criteria:

- Overall proposal suitability: proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner (25%)
- Organizational Experience: Bidders will be evaluated on their experience as it pertains to the scope of this project (20%)
- Previous work: Bidders will be evaluated on examples of their work pertaining to transit system management (10%)
- Value and cost: Bidders will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this project (25%)
- Technical expertise and experience: Bidders must provide descriptions and documentation of staff expertise and knowledge (20%)

Each proposer must submit 5 copies of their proposal to the address below by December 9, 2024, at 5 pm EST:

David Armijo
Executive Director
South Central Regional Transit District
P.O. Box 2104
Las Cruces, NM 88004

8. PROPOSAL FORMS

1. PRICE PROPOSAL

The following price proposal includes all work required in Section 3 of this RFP.

_____ \$ _____

Company's Legal Name _____

Authorized Signature _____

Printed Name and Title _____

Date _____

2. CERTIFICATION FORM

Proposer certifies it is a: sole proprietorship____; partnership____; corporation____; joint venture____

Taxpayer's Federal Identification No. _____

Proposer certifies that he has read, understands, and will fully and faithfully comply with this Request for Proposal, its attachments, and any referenced documents. Proposer also certifies that the prices offered were independently developed without consultation with any other Proposers or potential Proposers.

Company's Legal Name _____

Address _____

City, State, and Zip Code _____

Telephone Number _____

Company's Fax No. _____

Company's Toll-Free No. _____

E-mail Address _____

Authorized Signature _____

Printed Name and Title _____

MAILING ADDRESSES

Purchase Order Address: (If different from above)

Name _____

Address _____

City, State, and Zip Code _____

Payment Address: (If different from above)

Name _____

Address _____

City, State, and Zip Code _____

3. ADDENDA ACKNOWLEDGEMENT

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

Addendum Number _____, dated

Addendum Number _____, dated

Addendum Number _____, dated

Addendum Number _____, dated

Addendum Number _____ , dated

Failure to acknowledge receipt of all addenda may cause the proposal to be not responsive to the solicitation. Acknowledged receipt of each addendum must be established and included with the offer.

Authorized Official: _____

Title of Authorized Official: _____

Company Name: _____

APPENDIX A – Required Federal Provisions

The successful proposer must execute an agreement with (SCRTD) including the following federal contract provisions.

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(l) 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~~

APPENDIX B – Required Contract Provisions and Forms

The successful proposer must execute an agreement with (SCRTD) including the following federal contract provisions.

LOBBYING CERTIFICATION (Required if the price will exceed \$100,000)

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 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 _____

DEBARMENT AND SUSPENSION CERTIFICATION (Required if the price will exceed \$25,000)

The Contractor certifies, by submission of this proposal and certification, that neither it nor its principals 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as defined by 49 CFR Part 29. If the Consultant cannot certify to the statement above, it shall attach an explanation to this certification.

By signing and submitting its proposal, the Contractor certifies as follows:

The certification is a material representation of fact relied upon by the CITY. Suppose it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the CITY. In that case, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR Part 29, Subpart C while this offer is valid and throughout any contract period that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Authorized Official

Title of Authorized Official

Date

Company Name

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)

- individual
- a partnership
- a non-profit organization
- a corporation incorporated under the laws of the State of _____ a limited liability corporation (LLC)
- other, _____

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 _____
2019

Notary Public

My commission expires _____,

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

APPENDIX C – SAMPLE CONTRACT

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 (“SCRTD”).

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

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

WHEREAS, the SCRTD 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 SCRTD’s Procurement Regulations, the Contractor has held itself out as possessing the personnel, experience, and knowledge necessary to perform the services described in Section III implementing the Scope of Work as attached (Exhibit “A”) and contained within the RFP;
and

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

WHEREAS, the procurement regulations are available to all vendors and contractors by and through the SCRTD. The most current version of the regulations is adopted by Resolution No. 2012-21 and is 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. They shall include a detailed report of work performed to meet the South Central Regional Transit District's performance requirements contained in Exhibit "A." The Contractor recognizes and acknowledges that the SCRTD must make quarterly progress reports, 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 advise 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. 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 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 regarding 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 for Convenience.

Termination for convenience is not due to any fault or failure of the contractor but may occur because of changes in project requirements, funding reductions, or shifts in priorities. 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 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 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 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 SCRTD.

The contractor acknowledges that the SCRTD is a Contractor 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 SCRTD. The contractor agrees that its principal officers and employees are to perform the scope of work under this agreement and will not unreasonably delegate work to subordinates.

10. RELEASE

Upon acceptance of the final payment of the amount due under this Agreement, the Contractor releases the SCRTD, its officers, and employees from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind SCRTD to any obligation not assumed herein by the SCRTD 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 SCRTD 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:

“South Central Regional Transit District and Contractor

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, CONTRACTOR, 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 City of Santa Fe. 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
399 West Lohman, Suite 115
Las Cruces, NM 88005**

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

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. 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.”

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

D. 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.

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

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

G. 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 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.”

H. 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 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.”

I. 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 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.” 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.

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

K. Compliance and compliance certification with 49 C.F.R. Part 29, particularly Subpart “C” by Contractor and any subcontractors.

L. 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.

M. 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.

CONTRACTOR

By: _____ Its: _____ Date: _____

SOUTH CENTRAL REGIONAL TRANSIT DISTRICT:

David Armijo, Executive Director

Date: _____

Approved as to form:

Chair

Exhibit A

Expanded Requirements for the Scope of Work in the Project Management Services (PMS) Contract

The project scope focuses on managing and overseeing several key infrastructure improvements at the Sunland Park and Anthony Maintenance Facilities. This includes installations to support electric vehicle infrastructure, solar energy initiatives, and general facility upgrades. Below are detailed requirements for each section of the project:

1. Electric Charging Stations:

- **Installation Oversight:** The project manager will oversee the installation of three electric charging stations for buses at the Sunland Park Maintenance Facility. This includes working with internal staff and external contractors to ensure the installation is completed on time and according to specifications.
- **Coordination with El Paso Electric Company:** The installation of the charging stations will require close collaboration with El Paso Electric Company to ensure that the power supply is upgraded appropriately. This may involve site assessments, scheduling power line upgrades, and ensuring compliance with local regulations. To avoid delays, the project manager must ensure the utility's timeline aligns with project schedules.
- **Deliverables:** Documented installation plan, contractor oversight, and finalized power upgrades.

2. Solar Panel Installation:

- **Installation Management:** Solar panels will be installed at the Sunland Park Maintenance Facility to support electric buses. The project manager must work with Solar Smart Living, the contractor chosen for this installation, to design and install an appropriate system that meets the facility's energy needs.
- **Coordination of Equipment Installation:** The project manager oversees solar panel equipment receipt, installation, and testing. This includes coordinating deliveries and ensuring all equipment is installed to manufacturer and safety specifications.
- **Deliverables:** Completed solar panel installation plan, contractor reports, and a signed-off inspection upon completion.

3. Electric Gate Installation:

- **Replacement and Installation:** The project manager will oversee the removal of existing electric gates and the installation of new ones at Sunland Park and Anthony Maintenance

Facilities. This requires coordination with subcontractors and scheduling to minimize disruptions to the facilities' operations.

- **Ensuring Security and Functionality:** The project manager must ensure that the newly installed electric gates meet security requirements and are fully functional. This includes testing, system integration, and providing appropriate access control measures are in place.
- **Deliverables:** Detailed gate installation schedule, testing and inspection reports, and completion sign-off.

4. Solar Array Design and Installation:

- **Design Phase:** In addition to overseeing the physical installation, the project manager will supervise the solar array design at the Sunland Park Maintenance Facility. This requires coordination with design teams, ensuring the system integrates with existing infrastructure and meets the facility's energy demands.
- **Installation Management:** Once the design is approved, the project manager must oversee the procurement and installation of the solar array. This includes ensuring timelines are met, and the installation follows safety and environmental standards.
- **Deliverables:** Approved design documents, installation progress reports, and final commissioning report.

5. Asphalt Replacement:

- **Removal and Replacement:** The project manager is responsible for managing the removal and replacement of asphalt at the Sunland Park Maintenance Facility. This includes coordinating with contractors to excavate and remove the existing asphalt and overseeing the laying of the new asphalt.
- **Minimizing Operational Impact:** The project manager must coordinate closely with facility operators to schedule the asphalt replacement to minimize disruptions to the facility's daily operations, possibly through phased construction or working during off-peak hours.
- **Quality Assurance:** The project manager will ensure that the new asphalt meets durability and quality standards, including conducting post-installation inspections.
- **Deliverables:** Detailed construction schedule, inspection reports, and quality assurance documentation.

General Project Management Responsibilities:

- **Timeline Management:** The project manager will create and maintain a comprehensive project timeline, ensuring all work is completed sequentially and on schedule.
- **Budget Oversight:** The project manager must monitor all project expenses, ensure the project remains within budget, and provide regular cost reports to stakeholders.
- **Regulatory Compliance:** All aspects of the project must meet local, state, and federal regulations, particularly regarding safety, environmental impacts, and utility coordination.
- **Communication with Stakeholders:** Relevant stakeholders, including facility management, contractors, utility companies, and regulatory bodies, must receive regular updates.
- **Risk Management:** The project manager must identify and mitigate potential risks impacting project timelines, budget, or quality.

These expanded requirements ensure that each project element is thoroughly planned, monitored, and executed according to the highest standards while aligning with the overall goals of supporting electric vehicle infrastructure and sustainable energy solutions at the facilities.