

SOUTH CENTRAL REGIONAL TRANSIT DISTRICT

SAMPLE PROFESSIONAL SERVICES AGREEMENT

ADA Complementary Paratransit Eligibility, Scheduling, Dispatch, and Operations Services

RFP No. 2026-82126

Service Area	Phase One: Sunland Park / Santa Teresa / Anthony and related ADA-eligible service areas; Phase Two: Mesilla Valley, if authorized
District	South Central Regional Transit District (SCRTD)
Contractor	[Successful Firm - to be inserted after selection]
Agreement Amount	[Negotiated amount / not-to-exceed amount]
Initial Term	Three (3) years, with up to two (2) one-year renewal options
Effective Date	[Date of final execution]

DRAFT SAMPLE FOR INCLUSION IN RFP

Final agreement is subject to negotiation, funding authorization, confirmation of applicable federal and state requirements, NMDOT review/concurrence as applicable, and approval by SCRTD.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into by and between the South Central Regional Transit District, a New Mexico regional transit district ("SCRTD" or "District"), and [CONTRACTOR LEGAL NAME], a [state and entity type] ("Contractor"). SCRTD and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. SCRTD issued Request for Proposals No. [INSERT RFP NUMBER] for ADA Complementary Paratransit Eligibility, Scheduling, Dispatch, and Operations Services.

B. SCRTD is implementing ADA complementary paratransit service as a complement to eligible fixed-route transit service and intends to operate the service in phases, beginning from the Sunland Park Mobility and Energy Hub and expanding to the Mesilla Valley from the planned Venus facility if authorized by SCRTD.

C. Contractor was selected through the competitive procurement described in the RFP based on its qualifications, technical approach, staffing, technology, implementation plan, safety and customer service approach, and price.

D. The services include ADA eligibility review and certification, rider intake, reservations, scheduling, dispatch coordination, customer service, reporting, operation of ADA complementary paratransit service using SCRTD-provided vehicles, and related management and compliance activities.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

1.1 The Contract Documents consist of this Agreement and the following exhibits, all incorporated by reference:

- Exhibit A - Scope of Services and Deliverables
- Exhibit B - Compensation, Rates, and Schedule
- Exhibit C - Federal Transit Administration and Federal Contract Provisions
- Exhibit D - Federal Certifications
- Exhibit E - Insurance Requirements
- The final RFP, addenda, Contractor proposal, best and final offer if any, and written negotiation memorandum, to the extent expressly incorporated by SCRTD.

1.2 In the event of a conflict, the order of precedence is: (1) applicable federal and state law and the terms of the governing funding award; (2) written amendments to this Agreement; (3) this Agreement; (4) Exhibit C; (5) Exhibit A; (6) Exhibit B; (7) the RFP and addenda; and (8) Contractor proposal. A more stringent funding or regulatory requirement controls when legally required.

2. SCOPE OF SERVICES

2.1 Contractor shall provide the services described in Exhibit A and all labor, supervision, management, eligibility review, reservations, scheduling, dispatch support, customer service, driver operations, training, documentation, reporting, and administrative services necessary to support SCRTD's ADA complementary paratransit program.

2.2 Contractor shall operate only within the ADA-required service areas and during the days and hours established by SCRTD for eligible fixed-route service, unless SCRTD authorizes additional service in writing.

2.3 SCRTD will provide vehicles for service operation. Contractor shall provide qualified personnel and shall use SCRTD-provided facilities and technology, or approved Contractor technology, as authorized by SCRTD.

2.4 Phase Two service in the Mesilla Valley shall begin only upon written authorization by SCRTD. SCRTD may add, remove, or modify routes, service areas, vehicles, facilities, service levels, or operating procedures by written direction consistent with the Contract Documents.

3. PERFORMANCE STANDARD; ADA RESPONSIBILITY

3.1 Contractor shall perform the services in a professional, safe, accessible, reliable, nondiscriminatory, and customer-focused manner consistent with the Americans with Disabilities Act, 49 CFR Part 37, applicable FTA requirements, SCRTD policies, and the Contract Documents.

3.2 ADA eligibility determinations shall be functional in nature and shall evaluate whether an applicant's disability prevents use of SCRTD's eligible fixed-route service for some or all trips. Contractor shall not base eligibility solely on a medical diagnosis.

3.3 Contractor shall not impose prohibited capacity constraints, waiting lists, trip-purpose restrictions, recurring patterns of denials or missed trips, or other practices that materially limit ADA complementary paratransit availability.

3.4 SCRTD review, approval, payment, or acceptance does not relieve Contractor of responsibility for compliance with this Agreement or applicable law.

4. TERM; NOTICE TO PROCEED; PHASED AUTHORIZATION

4.1 The initial term is three (3) years beginning on the effective date stated in the Notice to Proceed, unless earlier suspended or terminated. SCRTD may renew the Agreement for up to two (2) additional one-year periods, subject to satisfactory performance, funding availability, and SCRTD approval.

4.2 No service may begin before SCRTD issues a written Notice to Proceed. SCRTD may issue separate written authorizations for startup, Phase One, Phase Two, expanded service, or optional work.

4.3 Contractor shall meet the startup and implementation milestones established in Exhibit B and the approved startup plan. Contractor shall promptly notify SCRTD of any circumstance that may affect operational readiness or a required milestone.

5. COMPENSATION AND PAYMENT

5.1 SCRTD shall compensate Contractor as stated in Exhibit B. Compensation may include fixed startup amounts, per-application eligibility rates, hourly or monthly administrative rates, revenue-hour or vehicle-hour operating rates, technology charges, or other negotiated pricing shown in Exhibit B.

5.2 Contractor shall submit itemized monthly invoices with supporting documentation sufficient to verify charges, including service hours, trips, staffing, eligibility work completed, approved reimbursable expenses, and required monthly reports.

5.3 SCRTD may withhold payment for unsupported charges, noncompliant service, missing reports, disputed items, or other amounts permitted by the Contract Documents. Payment does not constitute acceptance of deficient work or waive SCRTD remedies.

5.4 Reimbursable expenses are allowed only when expressly identified in Exhibit B or approved in writing by SCRTD and shall be billed at actual cost without markup unless otherwise stated.

6. SERVICE LEVEL AND COST CONTROL

6.1 Contractor shall manage staffing, scheduling, dispatch, and daily operations to provide the required service within the authorized budget and service level while maintaining ADA compliance and safety.

6.2 Contractor shall promptly notify SCRTD when actual demand, staffing needs, service hours, technology costs, or other conditions are reasonably expected to materially exceed the assumptions used for pricing or authorized service levels.

6.3 Contractor shall not reduce required ADA service, impose capacity constraints, or modify eligibility or operating policies for cost-control purposes without prior written authorization from SCRTD.

7. KEY PERSONNEL; EMPLOYEES; SUBCONTRACTORS

7.1 Contractor shall provide the project manager and key personnel identified in its proposal unless SCRTD approves a substitution in writing. Replacement personnel shall have qualifications and experience appropriate to the assigned role.

7.2 Contractor shall recruit, train, supervise, and maintain sufficient drivers, reservations staff, dispatchers, eligibility personnel, supervisors, safety/training staff, and data/reporting support to avoid service disruption. Contractor shall maintain backup staffing for vacancies, illness, leave, emergencies, and service expansion.

7.3 Contractor may use subcontractors only as identified in its proposal or with SCRTD's prior written approval. Contractor remains fully responsible for all subcontracted work and shall flow down all applicable contract and federal requirements to every tier.

7.4 Contractor shall comply with applicable DBE requirements and shall provide subcontractor, utilization, payment, bidders-list, and other information requested by SCRTD or NMDOT.

8. DELIVERABLES; REVIEW; ACCEPTANCE

8.1 Contractor shall provide all deliverables listed in Exhibit A in formats approved by SCRTD. SCRTD may require editable source files, data exports, reports, records, forms, and procedures necessary to administer the program.

8.2 SCRTD may review deliverables and require reasonable corrections or revisions necessary to conform to the Agreement, ADA requirements, grant requirements, or SCRTD policies.

8.3 Contractor shall maintain current operating procedures for eligibility, reservations, scheduling, dispatch, customer service, complaints, safety, incidents, vehicle inspections, training, reporting, and continuity of operations.

9. CHANGES AND ADDITIONAL SERVICES

9.1 SCRTD may direct changes within the general scope of this Agreement, including changes in routes, schedules, service areas, service days or hours, vehicle assignments, facilities, technology, reporting, or operating procedures. A change affecting compensation or a material scope element shall be documented by written amendment or task authorization before the changed work is performed, except in an emergency written directive.

9.2 Contractor shall promptly notify SCRTD when it believes a direction constitutes additional services. Contractor shall not incur unauthorized costs or perform optional work without written approval.

10. DATA OWNERSHIP; TECHNOLOGY; CONFIDENTIAL INFORMATION

10.1 All rider records, eligibility records, trip records, complaint records, reports, operational data, and other data created or maintained specifically for this Agreement are the property of SCRTD, subject to applicable law and third-party software rights identified in writing.

10.2 Contractor shall protect medical, disability-related, personally identifiable, trip, contact, and complaint information and shall use such information only for authorized SCRTD purposes. Access shall be limited to personnel with a business need to know.

10.3 Any Contractor or third-party technology used for rider intake, eligibility, reservations, scheduling, dispatch, complaint tracking, or reporting is subject to SCRTD approval and shall support secure records, service-area verification, shared-ride scheduling, performance tracking, data export, and future Phase Two expansion.

10.4 At contract end or upon request, Contractor shall provide SCRTD a complete export of District data in a reasonably usable format and shall cooperate in transition to SCRTD or a successor contractor.

11. RECORDS, AUDIT, AND DOCUMENT RETENTION

11.1 Contractor shall maintain complete, accurate, and auditable records supporting all costs, services, eligibility decisions, trip activity, complaints, training, driver qualifications, vehicle activity, incidents, invoices, payroll, subcontracts, and compliance obligations for the period required by applicable federal and state law, the funding award, and Exhibit C.

11.2 Contractor shall provide SCRTD, NMDOT, FTA, the U.S. Department of Transportation, the Comptroller General of the United States, and their authorized representatives access to relevant records, systems, facilities, and personnel as required by law and the funding agreement.

12. INSURANCE

Contractor shall maintain the insurance stated in Exhibit E throughout performance. SCRTD may adjust final limits based on operational risk, vehicle use, cyber exposure, NMDOT requirements, and the successful proposer's coverage. SCRTD shall be named as an additional insured where applicable.

13. INDEMNIFICATION

13.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless SCRTD and its officers and employees from damages, losses, claims, liabilities, and reasonable costs to the extent caused by the negligent acts or omissions, recklessness, or willful misconduct of Contractor or persons for whom Contractor is legally responsible in performing this Agreement.

13.2 Nothing in this Agreement shall be construed as a waiver of any immunity, defense, limitation of liability, or other protection available to SCRTD under the New Mexico Tort Claims Act or other applicable law.

14. INDEPENDENT CONTRACTOR; EMPLOYMENT MATTERS

Contractor is an independent contractor and not an employee, agent, partner, or joint venturer of SCRTD. Contractor is solely responsible for the supervision, compensation, taxes, benefits, workers' compensation, licensing, background checks, motor vehicle record review, and employment obligations of its personnel and subcontractors.

15. SAFETY; DRIVER QUALIFICATIONS; DRUG AND ALCOHOL COMPLIANCE

15.1 Contractor shall maintain a written safety program and shall ensure that drivers and other safety-sensitive personnel meet applicable licensing, qualification, background, motor vehicle record, training, and fitness-for-duty requirements.

15.2 Contractor shall comply with 49 CFR Part 40 and 49 CFR Part 655, as applicable, and shall maintain an FTA-compliant anti-drug and alcohol misuse program for safety-sensitive employees and applicable subcontractors.

15.3 Contractor shall immediately notify SCRTD of accidents, injuries, passenger falls, securement issues, lift or ramp failures, vehicle damage, threats, emergencies, and material service disruptions and shall submit written reports within the timeframe established by SCRTD.

16. SCRTD-PROVIDED VEHICLES AND FACILITIES

16.1 SCRTD will provide vehicles for service. Contractor shall use vehicles only for authorized SCRTD service; conduct pre-trip and post-trip inspections; report defects immediately; remove unsafe vehicles from service; maintain daily cleanliness; inspect accessibility equipment; document mileage, hours, fueling or charging, and defects; and coordinate with SCRTD maintenance staff.

16.2 SCRTD retains responsibility for vehicle maintenance unless otherwise provided in the final Agreement. Contractor shall not operate a vehicle that appears unsafe or noncompliant.

16.3 SCRTD expects to provide contractor workspace at the Sunland Park Mobility and Energy Hub for Phase One and, if Phase Two is authorized, at the planned Venus facility in Las Cruces. Contractor shall comply with SCRTD facility, safety, security, and technology-use requirements.

17. ETHICS; CONFLICTS; GRATUITIES

Contractor represents that it has disclosed any actual or potential conflict of interest relating to this Agreement. Contractor shall not offer or provide gratuities, kickbacks, contingent fees, or improper benefits in connection with the procurement or Agreement and shall comply with applicable New Mexico law and SCRTD ethics requirements.

18. PUBLIC RECORDS; CONFIDENTIALITY

Contractor acknowledges that SCRTD is a public entity and records may be subject to disclosure under applicable public-records law. Contractor shall clearly identify information it believes is protected from disclosure and state the legal basis, but SCRTD will make disclosure determinations as required by law. Nothing in this section authorizes public disclosure of rider information protected by applicable law.

19. SUSPENSION AND TERMINATION

19.1 SCRTD may suspend all or part of the services by written notice. Contractor shall stop the affected work, protect riders and records, minimize avoidable costs, and resume when directed in writing.

19.2 SCRTD may terminate this Agreement for convenience, in whole or in part, upon written notice. Contractor shall be paid for satisfactory, authorized services performed through the effective date of termination and reasonable, documented closeout costs allowed by SCRTD, but not anticipated profit on unperformed work.

19.3 SCRTD may terminate for cause if Contractor materially breaches this Agreement and fails to cure within the time stated in SCRTD's written notice, or immediately when cure is not reasonably possible or immediate action is authorized by law. SCRTD may pursue all lawful remedies.

19.4 Termination does not affect provisions that by their nature survive, including records, audit, data ownership, confidentiality, indemnification, payment reconciliation, transition assistance, and applicable federal requirements.

20. DISPUTES AND REMEDIES

The Parties shall first attempt in good faith to resolve disputes through the SCRTD Executive Director or designee and Contractor's authorized representative. If unresolved, either Party may pursue remedies available under the Agreement and applicable law. Unless SCRTD directs otherwise, Contractor shall continue performing undisputed work during resolution of a dispute.

21. NOTICES

Formal notices under this Agreement shall be in writing and delivered personally, by nationally recognized overnight carrier, certified mail, or email with confirmation of receipt, to the addresses below or to any replacement address designated in writing.

SCRTD	CONTRACTOR
Executive Director South Central Regional Transit District 2001 Futurity Drive Sunland Park, NM 88063 Email: darmijo@scrttd.org	[Authorized Representative] [Contractor Legal Name] [Address] [City, State ZIP] Email: _____

22. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of New Mexico, without regard to conflict-of-law principles. Venue for any action shall lie in a court of competent jurisdiction in New Mexico, subject to any mandatory administrative or statutory process.

23. GENERAL TERMS

- **Assignment.** Contractor shall not assign this Agreement or a material interest in it without SCRTD's prior written consent, except as required by law.
- **Amendment.** This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties and, when required, approved or concurred in by NMDOT.
- **No Waiver.** A waiver is effective only when written and applies only to the specific matter waived.
- **Severability.** If a provision is held invalid or unenforceable, the remaining provisions remain in effect to the extent permitted by law.
- **Entire Agreement.** The Contract Documents constitute the entire agreement concerning the authorized services and supersede prior oral or written negotiations on the same subject.
- **Counterparts and Electronic Signatures.** This Agreement may be signed in counterparts and by electronic signature to the extent permitted by law.
- **Funding Contingency.** SCRTD's obligations are subject to lawful appropriation, grant availability, NMDOT authorization, and continued eligibility of costs. SCRTD does not guarantee a minimum amount of work beyond services expressly authorized in writing.

24. FEDERAL AND FTA REQUIREMENTS

24.1 To the extent this Agreement is funded in whole or in part with Federal Transit Administration financial assistance, Contractor shall comply with all applicable federal requirements, including the

provisions in Exhibit C and the FTA Master Agreement incorporated into the governing award. Contractor shall flow down applicable requirements to subcontracts at every tier.

24.2 If a federal requirement changes during the term and becomes applicable to this Agreement, Contractor shall comply with the changed requirement upon notice from SCRTD to the extent required by law and the funding award.

25. AUTHORITY TO EXECUTE

Each person signing represents that he or she is authorized to bind the Party on whose behalf the signature is made.

SIGNATURES

SOUTH CENTRAL REGIONAL TRANSIT DISTRICT By: _____ David J. Armijo, Executive Director Date: _____	[CONTRACTOR LEGAL NAME] By: _____ Name/Title: _____ Date: _____
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EXHIBIT A - SCOPE OF SERVICES AND DELIVERABLES

The following minimum scope is based on the SCRTD ADA Complementary Paratransit Services RFP. The final scope will reflect the RFP, addenda, Contractor proposal, negotiations, and written authorizations issued by SCRTD.

A1. Startup and Transition

- Assign a Contractor project manager and establish project governance, communications, escalation procedures, and coordination with SCRTD operations, maintenance, finance, and executive staff.
- Provide a staffing plan, hiring schedule, backup staffing plan, driver recruitment plan, and training schedule.
- Establish eligibility, intake, reservations, scheduling, dispatch, customer service, complaint, safety, vehicle, and reporting procedures.
- Prepare rider-facing application and public information materials in accessible formats.
- Submit a Phase One launch plan and a separate Phase Two implementation plan.

A2. ADA Eligibility Review and Certification

- Receive and process ADA paratransit applications and provide accessible application materials upon request.
- Review applications for completeness and conduct interviews, telephone, virtual, or approved in-person functional assessments as appropriate.
- Determine unconditional, conditional, temporary, visitor, or ineligible status based on functional ability to use eligible fixed-route service.
- Issue written determinations on behalf of SCRTD subject to SCRTD review procedures, including specific reasons and appeal information when eligibility is denied, conditional, or temporary.
- Support SCRTD in issuing determinations within 21 calendar days after receipt of a complete application and provide presumptive eligibility when required.
- Maintain secure eligibility records, document personal care attendant status and trip conditions, support appeals and recertification, and coordinate no-cost transportation to SCRTD-required in-person assessments when required.

A3. Reservations, Scheduling, Dispatch, and Customer Service

- Accept next-day trip reservations and other advance reservations during hours established by SCRTD.
- Verify rider eligibility, service area, comparable fixed-route service availability, conditional eligibility, and companion/PCA status for each requested trip.
- Schedule shared rides efficiently using SCRTD-approved technology and provide daily manifests, driver assignments, same-day dispatch support, driver communication, and service-disruption response.
- Monitor and document on-time performance, late trips, missed trips, cancellations, no-shows, denials, excessive trip lengths, complaints, and other service issues.
- Provide accessible, courteous customer service for applications, reservations, cancellations, trip status, complaints, commendations, and service policies.

A4. ADA Paratransit Operations

- Operate origin-to-destination shared-ride ADA complementary paratransit using SCRTD-provided vehicles.
- Provide service on the same days and during the same hours as comparable eligible fixed-route service for the applicable corridor, unless SCRTD authorizes additional service.

- Do not prioritize or restrict trips based on trip purpose.
- Do not establish waiting lists, trip caps, recurring denial patterns, excessive lateness, missed-trip patterns, or other prohibited capacity constraints.
- Allow personal care attendants and companions as required by ADA and SCRTD policy; support visitor eligibility and subscription service consistent with applicable requirements.

A5. Vehicles and Facilities

- Conduct pre-trip and post-trip inspections and verify lifts, ramps, securement areas, seatbelts, and other accessibility equipment before service.
- Report defects, accidents, incidents, and damage immediately; remove unsafe vehicles from service; and coordinate with SCRTD maintenance.
- Track vehicle mileage, service hours, fueling or charging activity, defects, and daily cleanliness.
- Use SCRTD-provided workspace at the Sunland Park Mobility and Energy Hub for authorized Phase One functions and, if Phase Two is authorized, use the planned Venus facility in Las Cruces consistent with SCRTD rules.

A6. Staffing and Training

- Provide qualified project management, eligibility, reservations/customer service, scheduling/dispatch, driver, field supervision, safety/training, and data/reporting personnel.
- Train personnel before work begins in ADA paratransit requirements, disability awareness, passenger assistance, wheelchair lift/ramp/securement, origin-to-destination service, customer service, de-escalation, defensive driving, emergencies, confidentiality, drug and alcohol requirements, SCRTD policies, technology, complaints, no-shows, service animals, and communication with riders with disabilities.
- Maintain training records and provide refresher and remedial training as required.

A7. Performance Management and Reporting

- Track performance measures established by SCRTD, including on-time pickups, appointment drop-offs, denials, missed trips, excessive lateness, excessive trip length, call answer time, abandoned calls, eligibility timeliness, complaint response, preventable accidents, vehicle inspections, training compliance, reporting accuracy, and rider satisfaction.
- Provide monthly operating, eligibility, safety, staffing, complaint, vehicle, performance, and invoice-support reports in a format approved by SCRTD.
- Provide data needed for federal, state, National Transit Database, civil rights, Title VI, ADA, grant, budget, and Board reporting.
- Submit corrective action plans when required by SCRTD.

A8. Technology and Data

- Provide or use SCRTD-approved systems for eligibility, reservations, scheduling, dispatch, mapping, complaint tracking, reporting, and rider records.
- Maintain secure rider data, map the ADA service area, verify trip eligibility, schedule shared rides, produce manifests, track trip performance and complaints, and export data in formats required by SCRTD.
- Support future expansion to Phase Two and provide transition/export assistance at contract end.

A9. Minimum Deliverables

- Startup plan and Phase One implementation plan.
- Separate Phase Two implementation plan.

- ADA eligibility application process, accessible materials, determination templates, and appeal support process.
- Reservation, scheduling, dispatch, customer service, service-area verification, and complaint procedures.
- Daily manifests and driver assignments.
- Driver training program and training records.
- Safety plan, accident/incident process, and vehicle inspection process.
- Monthly operating, eligibility, performance, staffing, safety, and invoice-support reports.
- Corrective action plans when required.
- Final transition plan and complete SCRTD data export at contract end.

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EXHIBIT B - COMPENSATION, RATES, AND SCHEDULE

This exhibit will be completed during contract negotiations based on the successful proposal. Pricing shall identify assumptions, exclusions, optional costs, and any approved reimbursable expenses.

B1. Compensation

Cost Element	Pricing Method	Authorized Amount / Rate
Startup / implementation	[Fixed / NTE]	\$ _____
Eligibility application processing	[Per application / hourly]	\$ _____
Functional assessments, if authorized	[Per assessment / hourly]	\$ _____
Reservations / customer service	[Monthly / hourly]	\$ _____
Scheduling / dispatch	[Monthly / hourly]	\$ _____
Vehicle operations / driver labor	[Revenue hour / vehicle hour / monthly]	\$ _____
Management / reporting / technology	[Monthly / fixed]	\$ _____
Phase Two / optional expanded service	[As proposed / authorized]	\$ _____

Total Agreement Not-to-Exceed Amount: \$ _____

Reimbursable expenses: [included in rates / separately reimbursable at actual cost up to \$ _____].

B2. Initial Schedule

Milestone	Required / Negotiated Timing
Notice to Proceed	[Insert Date]
Startup plan submitted	Within [insert number] days after NTP
Phase One operational readiness review	Before January 4, 2027, or SCRTD-authorized date
Phase One startup	January 4, 2027, subject to SCRTD authorization
Phase Two startup, if authorized	July 1, 2027, or another date authorized by SCRTD

SCRTD may revise startup dates by written direction or amendment when necessary to complete the procurement, obtain approvals, coordinate funding requirements, or ensure operational readiness.

EXHIBIT C - FEDERAL TRANSIT ADMINISTRATION AND FEDERAL CONTRACT PROVISIONS

Applicability. The following provisions are intended for an ADA complementary paratransit services contract supported in whole or in part by FTA financial assistance. The final procurement file shall confirm the funding award, current FTA Master Agreement, contract value, and clause applicability. Threshold-based clauses apply when the final contract amount reaches the applicable federal threshold. Contractor shall flow down applicable clauses to subcontracts at every tier.

C1. Federal Tax Liability and Recent Felony Convictions - All Contracts

Contractor represents and agrees that it will comply with applicable federal restrictions concerning delinquent federal tax liability and recent felony convictions, including any certification or disclosure required by the governing FTA award or Master Agreement. Contractor shall promptly notify SCRTD if a representation becomes inaccurate during the contract term.

C2. Access to Records and Audits - All Contracts

Contractor and each subcontractor shall provide SCRTD, NMDOT, FTA, the U.S. Secretary of Transportation, the Comptroller General of the United States, and their authorized representatives access to records, books, documents, papers, electronic data, systems, facilities, and personnel relevant to this Agreement as required by applicable law, the funding award, and the FTA Master Agreement. Records shall be retained for the required period, including any longer period when litigation, claims, audits, or investigations remain unresolved.

C3. Changes to Federal Requirements - All Contracts

Contractor shall comply with applicable federal laws, regulations, directives, and FTA requirements in effect during performance to the extent they apply to this Agreement. Applicable federal requirements are incorporated by reference and may change during the term.

C4. Civil Rights, Nondiscrimination, ADA, and DBE Requirements - All Contracts

Contractor shall comply with all applicable civil rights and nondiscrimination requirements, including Title VI, the Americans with Disabilities Act, and 49 CFR Part 26. The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as SCRTD deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Contractor from future bidding as non-responsible.

C5. Equal Employment Opportunity - All Contracts, as Applicable

Contractor shall comply with applicable federal equal employment opportunity and nondiscrimination requirements and shall not discriminate in employment in violation of applicable law.

C6. Seat Belt Use - All Contracts

Contractor shall adopt and promote on-the-job seat belt use by employees and subcontractors when operating vehicles in connection with this Agreement, consistent with applicable federal requirements and SCRTD policy.

C7. Distracted Driving - All Contracts

Contractor shall adopt and enforce workplace policies that discourage text messaging and unsafe distracted-driving practices by employees while performing work under this Agreement or operating vehicles in connection with the service.

C8. Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services - All Contracts

Contractor shall comply with 2 CFR 200.216 and applicable provisions of 2 CFR Part 200 and shall not obligate or expend federal award funds to procure, obtain, extend, renew, or enter into a contract to procure or obtain prohibited covered telecommunications equipment or services, except as federal law permits.

C9. Domestic Preferences for Procurements - When Applicable

To the extent Contractor purchases goods, products, or materials under this Agreement, Contractor shall comply with applicable domestic preference requirements in 2 CFR Part 200 and related federal requirements.

C10. Procurement of Recovered Materials - When Applicable

When applicable based on contract value and purchases under this Agreement, Contractor shall comply with federal recovered-material procurement requirements and applicable EPA-designated item requirements.

C11. Termination for Cause and Convenience - Applicable Contracts

SCRTD may terminate this Agreement for cause or convenience as provided in Section 19. Contractor shall include equivalent termination provisions in applicable subcontracts when required by federal law.

C12. Notification of Fraud, Waste, Abuse, False Claims, or Misconduct - Applicable Contracts

Contractor shall promptly report credible evidence of fraud, waste, abuse, false claims, bribery, gratuities, conflicts of interest, or other misconduct relating to this federally assisted Agreement. Contractor shall cooperate with SCRTD and governmental investigations and reporting requirements.

C13. Debarment and Suspension - Applicable Contracts

Contractor certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federally assisted transactions. Contractor shall review SAM.gov exclusions when required and shall not knowingly enter into a covered lower-tier transaction with an excluded party unless authorized by the appropriate federal agency.

C14. Byrd Anti-Lobbying Amendment - Contracts Over \$100,000

If the contract amount exceeds \$100,000, Contractor shall comply with 31 U.S.C. 1352 and applicable implementing requirements, execute the lobbying certification in Exhibit D, and file Standard Form LLL when disclosure is required. Contractor shall flow down covered certification and disclosure requirements.

C15. Clean Air Act and Federal Water Pollution Control Act - Contracts Over Applicable Threshold

If applicable based on contract value, Contractor shall comply with applicable standards, orders, and regulations issued under the Clean Air Act and Federal Water Pollution Control Act and shall report violations as required.

C16. Remedies for Breach - When Required

The remedies in Sections 19 and 20 are cumulative and do not limit other lawful administrative, contractual, or legal remedies available to SCRTD for Contractor breach, including sanctions or penalties authorized by the Contract Documents or applicable law.

C17. No Federal Government Obligation or Liability

The Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to SCRTD, Contractor, or any subcontractor pertaining to any matter resulting from this Agreement.

C18. Program Fraud and False or Fraudulent Statements

Contractor acknowledges that federal laws concerning program fraud, false claims, false statements, and related civil and criminal penalties apply to federally assisted work. Contractor shall not make or submit false, fictitious, or fraudulent statements, claims, or records in connection with this Agreement.

C19. FTA Drug and Alcohol Testing - Safety-Sensitive Operations

Because this Agreement includes safety-sensitive public transportation functions, Contractor shall comply with 49 CFR Part 40 and 49 CFR Part 655, as applicable. Contractor shall maintain and enforce an FTA-compliant anti-drug and alcohol misuse program; conduct required testing; provide required supervisor and employee training; retain required records; and ensure compliance by applicable subcontractors and safety-sensitive personnel.

C20. Federal Records Retention, Data Access, and Audit Cooperation

Contractor shall retain and make available records and data for the periods and purposes required by the funding award, 2 CFR Part 200, the FTA Master Agreement, and applicable state law, and shall cooperate with federal, state, NMDOT, and SCRTD compliance reviews, audits, corrective actions, and investigations.

C21. Buy America / Build America, Buy America - If Scope Changes

SCRTD will provide the vehicles used for this service and does not currently anticipate acquisition of rolling stock under this Agreement. If the scope is amended to include federally assisted purchases of steel, iron, manufactured products, construction materials, rolling stock, or other property, Contractor shall comply with applicable Buy America and Build America, Buy America requirements and submit certifications required by SCRTD before the purchase or amendment.

EXHIBIT D - FEDERAL CERTIFICATIONS

The following certifications are included in this sample contract for review. The final procurement package shall confirm which certifications are required at proposal, pre-award, contract execution, renewal, or other stages based on the applicable federal award and contract value.

D1. Certification Regarding Lobbying

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, cooperative agreement, or related action.
2. If funds other than Federal appropriated funds have been paid or will be paid to any person for such lobbying activity in connection with this Federal contract, the undersigned shall complete and submit Standard Form LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that this certification language be included in covered lower-tier awards and that all covered lower-tier participants certify and disclose accordingly.

Legal Name of Contractor: _____

Authorized Representative / Title: _____

Signature: _____ Date: _____

D2. Certification Regarding Debarment and Suspension

The prospective Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor further certifies that it will not knowingly enter into an applicable lower-tier covered transaction with an excluded person or entity unless authorized by the appropriate federal agency; will review SAM.gov exclusions when required; and will include applicable requirements in lower-tier covered transactions. If unable to certify, the Contractor shall attach a complete written explanation.

Legal Name of Contractor: _____

Authorized Representative / Title: _____

Signature: _____ Date: _____

D3. Certification Regarding Federal Tax Liability and Recent Felony Convictions

The prospective Contractor certifies that it does not have an unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner under an agreement with the collecting authority; and that it has not been convicted of a felony criminal violation under federal law within the preceding 24 months. If unable to make either certification, the Contractor shall attach a detailed explanation.

Legal Name of Contractor: _____

Authorized Representative / Title: _____

Signature: _____ Date: _____

D4. Certification Regarding Prohibited Telecommunications and Video-Surveillance Equipment or Services

The Contractor certifies that it will comply with 2 CFR 200.216 and applicable federal requirements and will not use federal funds under this Agreement to procure, obtain, extend, renew, or enter into a contract to procure or obtain prohibited covered telecommunications equipment or services as a substantial or essential component of a system or as critical technology, except as federal law permits. Contractor shall promptly disclose actual or suspected prohibited use and flow down applicable requirements.

Legal Name of Contractor: _____

Authorized Representative / Title: _____

Signature: _____ Date: _____

D5. FTA Drug and Alcohol Compliance Certification

Because the Agreement includes safety-sensitive public transportation functions, the Contractor certifies that it will comply with 49 CFR Part 40 and 49 CFR Part 655, as applicable; maintain and enforce an FTA-compliant anti-drug and alcohol misuse program; conduct all required testing; use qualified service agents and laboratories; retain required records; provide required training; ensure compliance by applicable subcontractors and safety-sensitive personnel; and provide SCRTD required program documentation and Management Information System information upon request.

Legal Name of Contractor: _____

Authorized Representative / Title: _____

Signature: _____ Date: _____

D6. Federal Contract Clauses and Flow-Down Acknowledgment

The Contractor acknowledges and agrees that, if selected, it will be bound by all applicable federal clauses included in the RFP, addenda, this Agreement, the applicable FTA Master Agreement, and the governing federal award. Contractor agrees to comply with federal requirements as amended; include required clauses, certifications, and notices in applicable subcontracts and lower-tier agreements; provide required record and personnel access; promptly report suspected fraud, waste, abuse, false claims, conflicts, debarment, or other misconduct; cooperate with compliance reviews and investigations; and acknowledge that the Federal Government is not a party to this Agreement and has no obligation or liability to Contractor or subcontractors.

Legal Name of Contractor: _____

Authorized Representative / Title: _____

Signature: _____ Date: _____

EXHIBIT E - SAMPLE INSURANCE REQUIREMENTS

The following limits are proposed for this sample and should be confirmed by SCRTD, NMDOT, and SCRTD's risk/insurance advisor before final contract execution.

Coverage	Sample Minimum Limit	Notes
Commercial General Liability	\$1,000,000 each occurrence / \$2,000,000 aggregate	SCRTD additional insured where applicable.
Automobile Liability	\$1,000,000 combined single limit	Coverage for operation of SCRTD-provided vehicles and any owned, hired, or non-owned autos used in service.
Workers' Compensation	Statutory New Mexico limits	Employers liability \$1,000,000 or as required by SCRTD.
Professional Liability / Errors & Omissions	\$1,000,000 each claim / aggregate	For ADA eligibility and administrative services; confirm required tail/continuity period.
Cyber / Data Security Liability	\$1,000,000 each claim / aggregate	Required when Contractor systems store or process rider or eligibility data.
Other Coverage	As required by SCRTD	Any additional coverage required by funding, vehicle use, or risk review.

Contractor shall provide certificates of insurance before NTP and shall require approved subcontractors to maintain appropriate coverage. Policies shall be issued by insurers authorized to do business in New Mexico and reasonably acceptable to SCRTD. Where applicable, SCRTD shall be named as an additional insured. Final limits and endorsements are subject to SCRTD approval.