

SOUTH CENTRAL REGIONAL TRANSIT DISTRICT

REQUEST FOR PROPOSALS

RFP 2026-1026

Fare Payment Technology, Equipment, Integration, Installation and Support Services

Posting / Issue Date	Monday, October 26, 2026
Written Questions Due	Friday, November 6, 2026 at 5:00 p.m. MST
SCRTD Responses / Addendum	Friday, November 13, 2026
Proposals Due	Monday, November 30, 2026 at 3:00 p.m. MST
Procurement Contact	Liza Alonzo, Grants Administrator, CPO
Email	lalonzo@scrted.org
Agency	South Central Regional Transit District
Address	2001 Futurity Drive, Sunland Park, NM 88063
Funding	FTA Section 5307 and/or other available funds

SCRTD is seeking a qualified firm to provide a complete, turnkey fare-payment solution for SCRTD's revenue fleet. The selected contractor will be responsible for equipment, software, installation, testing, training, warranty, maintenance, and support.

1. PURPOSE

SCRTD seeks proposals for a complete fare-payment technology solution for approximately 26 revenue buses. The intent is to move directly from procurement to implementation through a complete equipment, software, installation, testing, training, warranty, maintenance, and support solution.

SCRTD does not intend to prescribe a single proprietary product. Proposers shall recommend and price a complete solution that meets the functional and performance requirements of this RFP and clearly identifies all equipment, software, interfaces, licenses, third-party services, recurring costs, and dependencies necessary for successful implementation.

2. PROJECT OBJECTIVES

- Implement a simple, reliable, scalable fare-payment system suitable for SCRTD's approximately 26-bus revenue fleet.
- Provide a practical, scalable fare-payment solution appropriate for SCRTD's revenue fleet and operating environment.
- Provide mobile ticketing, QR/barcode and contactless payment capabilities, with practical options for cash/unbanked customers.
- Minimize driver involvement and cash handling while providing reliable proof of payment and usable back-office reporting.
- Ensure accessibility, interoperability, cybersecurity, payment-card security, data ownership/export capability, and operational reliability.
- Obtain transparent implementation pricing and five-year lifecycle costs, including recurring and third-party charges.
- Provide installation, testing, acceptance, training, warranty, maintenance, technical support, and spare/replacement equipment.

3. SCOPE OF WORK

3.1 Fare-Payment Equipment and Software

- Provide all proposed validators, card readers, tablets or other onboard devices, mounting hardware, cabling, power components, and necessary accessories.
- Provide mobile ticketing and support for QR/barcode and contactless payment as proposed.
- Provide required back-office software, administrative tools, reporting, reconciliation, user management, fare configuration, and data export capabilities.
- Identify all software licenses, subscriptions, transaction fees, merchant/payment-processing fees, cellular/data costs, and third-party services.

3.2 Data and Interoperability

- Provide the interfaces and data-exchange capabilities required for the proposed fare-payment solution.
- Describe APIs, SDKs, data fields, import/export methods, interoperability, and any GTFS/GTFS-Fares or other applicable data interfaces.
- SCRTD shall retain access to and ownership of SCRTD operational and transaction data, subject to lawful payment-card/security limitations. Proposers shall describe data portability and export methods.

3.3 Installation on Revenue Fleet

- Provide installation for approximately 26 revenue buses, including mounting, wiring, power, communications, configuration, labeling, and related work.

- Coordinate installation schedules with SCRTD to minimize service disruption.
- Provide recommended spare/replacement equipment and pricing.
- Restore affected vehicle areas to a safe, professional condition after installation.

3.4 Cybersecurity and Payment Security

- Describe cybersecurity controls, user/access controls, encryption, software-update practices, incident response, and vulnerability management applicable to the solution.
- Identify PCI DSS responsibilities and the allocation of payment-security responsibilities among the Contractor, payment processor, SCRTD, and other parties.
- Identify any relevant independent security reports/certifications available for the proposed hosted or payment environment.

3.5 Testing and Acceptance

- Provide a written test and acceptance plan before production rollout.
- Perform configuration and integration testing, pilot/burn-in testing as appropriate, and final fleet acceptance testing.
- Correct deficiencies identified during testing at no additional cost when attributable to the proposed solution or Contractor's work.
- Provide final configuration records, asset/equipment list, acceptance results, and as-installed documentation.

3.6 Training, Warranty, Maintenance and Support

- Train SCRTD administrative, operations, maintenance, and other designated staff.
- Provide user/admin documentation and troubleshooting guidance.
- State equipment and software warranty periods and coverage.
- Provide maintenance/support options, response times, escalation procedures, software updates, replacement procedures, and pricing for at least five years.

4. REQUIRED PROPOSAL CONTENT

Proposals should be organized in the following order:

- Cover letter and legal name/contact information.
- Executive summary and understanding of SCRTD's project.
- Firm qualifications and relevant transit fare-payment experience.
- Proposed turnkey solution, including equipment and software.
- Detailed implementation and installation plan for approximately 26 buses.
- Cybersecurity and PCI/payment-security approach.
- Testing and acceptance plan.
- Training, warranty, maintenance, support, spares, and replacement approach.
- Project schedule and key personnel.
- At least three relevant client references, if available.
- Detailed price proposal and five-year lifecycle cost schedule.
- Required federal certifications, conflict disclosures, DBE/subcontractor information, and other forms included with this RFP.

5. PRICE PROPOSAL REQUIREMENTS

The proposer shall provide a complete price for the proposed solution. Pricing must identify, at minimum: equipment; mounting and installation; software/configuration; integration; third-party interface or provider costs known to the proposer; payment-processing or transaction fees; cellular/data costs; testing; training; warranty; maintenance/support; subscriptions/licenses; spare/replacement equipment; and all other recurring costs. New Mexico gross receipts tax shall be identified separately.

The proposal shall include a five-year lifecycle cost summary so SCRTD can evaluate both initial and recurring costs. Any item required for successful implementation that is excluded from the proposed price must be clearly identified.

6. EVALUATION AND SELECTION

SCRTD intends to award to the responsible proposer whose proposal provides the best overall value to SCRTD based on the solicitation requirements. SCRTD may request clarifications, demonstrations, interviews, references, revised pricing, or other information as permitted by applicable procurement requirements.

Evaluation Factor	Points
Technical approach and proposed solution	25
System functionality, interoperability and data approach	20
Relevant transit fare-payment experience and qualifications	15
Implementation, installation, testing and project schedule	15
Warranty, maintenance, support and lifecycle approach	10
Price and five-year lifecycle value	15

7. PROCUREMENT SCHEDULE

Milestone	Date
RFP Posting / Issue	Monday, October 26, 2026
Written Questions Due	Friday, November 6, 2026 at 5:00 p.m. MST
SCRTD Responses / Addendum	Friday, November 13, 2026
Proposals Due	Monday, November 30, 2026 at 3:00 p.m. MST
Evaluation	December 1–4, 2026
Interviews / Demonstrations, if needed	December 8–9, 2026
Notice of Intent to Award	Anticipated December 11, 2026
Contract / Notice to Proceed	Following contract execution and issuance of Notice to Proceed

SCRTD may revise the schedule by written addendum. Questions shall be submitted in writing to Liza Alonzo at lalonzo@scrted.org. This RFP and its written addenda govern submission requirements.

8. FEDERAL FUNDING AND CONTRACT REQUIREMENTS

This procurement is expected to use FTA Section 5307 assistance in whole or in part. Appendix A is incorporated into this solicitation and the resulting contract and contains the federal contract provisions. Applicable federal law, the FTA award and its Master Agreement, and 2 CFR Part 200 govern. Proposers shall return the required certifications and disclosures.

Covered manufactured-equipment purchases exceeding \$150,000 require compliance with 49 U.S.C. § 5323(j) and 49 CFR Part 661 unless an applicable waiver or exception applies. Submit Form I with the proposal for a covered purchase, following any SCRTD-issued waiver addendum. A proposer unable to certify compliance shall sign the non-compliance certification and identify affected items; award requiring an FTA waiver cannot proceed without approval. Separate domestic procurement preferences appear in Appendix A. No new rolling stock is purchased, so 49 CFR Part 663 audit certifications are not required.

9. ORGANIZATIONAL CONFLICTS / FAIR COMPETITION

Proposers shall disclose any actual, potential, or apparent organizational conflict of interest, including relationships that could impair objectivity or create an unfair competitive advantage. SCRTD retains responsibility for evaluation and award.

10. CONTRACTOR RESPONSIBILITY

The successful Contractor shall be responsible for delivering a complete, operational solution consistent with its accepted proposal and the final contract.

11. RESERVED RIGHTS

SCRTD reserves the right to reject any or all proposals; request clarification; waive minor informalities when permitted; cancel or amend the solicitation; negotiate permitted terms; verify references and responsibility; and make no award when determined to be in SCRTD's best interest and consistent with applicable requirements.

FORM A – PROPOSAL SUBMISSION CHECKLIST

- ☐ Cover letter
- ☐ Technical proposal / proposed solution
- ☐ Implementation / installation plan
- ☐ Cybersecurity and PCI approach
- ☐ Testing / acceptance plan
- ☐ Training / warranty / maintenance / support plan
- ☐ Project schedule and key personnel
- ☐ References
- ☐ Detailed price proposal and five-year lifecycle cost
- ☐ Completed Federal Certifications Package (Forms D–L), as applicable
- ☐ Conflict-of-interest disclosure
- ☐ DBE / subcontractor disclosure
- ☐ Bidders list information, as required

FORM B – PRICE / FIVE-YEAR LIFECYCLE COST

Cost Element	Amount
Equipment / onboard devices	\$
Mounting, wiring, power and installation	\$
Software, configuration and integration	\$
Testing and acceptance	\$
Training	\$
Spare / replacement equipment	\$
Year 1 licenses/subscriptions/support	\$
Years 2–5 licenses/subscriptions/support	\$
Payment/transaction or third-party costs (describe)	\$
Other costs (describe)	\$
Subtotal	\$
Applicable GRT	\$
Total Proposed Initial Contract Price	\$
Five-Year Lifecycle Cost	\$

Attach detailed pricing, assumptions, unit prices, recurring fees, transaction-fee structure, third-party charges, optional items, and exclusions.

FORM C – CONFLICT / VENDOR RELATIONSHIP DISCLOSURE

Disclose any ownership, reseller, referral, commission, marketing, implementation, payment-processing, or other business relationship relevant to the proposed solution that may create an actual, potential, or apparent conflict of interest.

☐ No relationships requiring disclosure. ☐ Relationships are disclosed on an attached sheet.

Firm: _____

Authorized Representative: _____

Signature: _____ Date: _____

FORM D – FEDERAL CERTIFICATIONS SUBMISSION CHECKLIST

Proposer shall complete this checklist and place it at the front of the federal certifications package. A checked box does not replace the required signed form.

Certification / Form	Applicability	Status
Certification Regarding Lobbying	Required if the resulting contract exceeds \$100,000	☐ Included ☐ N/A
SF-LLL – Disclosure of Lobbying Activities	Only if reportable lobbying activities exist	☐ Included ☐ N/A
Debarment and Suspension Certification	Required	☐ Included
Federal Tax Liability / Recent Felony Convictions	Required	☐ Included
Prohibited Telecommunications / Video Surveillance	Required	☐ Included
Buy America – Manufactured Products	Covered purchases exceeding \$150,000; subject to applicable waiver/exception	☐ Included ☐ N/A
Federal Clauses and Flow-Down Acknowledgment	Required	☐ Included
DBE / Subcontractor Disclosure	Required	☐ Included
Bidders List Information	Required for prime and anticipated subcontractors	☐ Included

By signing below, the proposer certifies that this checklist is accurate and that all required certifications/forms are included with the proposal.

Legal Name of Proposer
Authorized Representative / Title
Signature
Date

FORM E – CERTIFICATION REGARDING LOBBYING

Applicable to contracts and subcontracts exceeding \$100,000. The undersigned certifies, to the best of its knowledge and belief, that 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, or cooperative agreement, or any extension, continuation, renewal, amendment, or modification thereof.

If any funds other than Federal appropriated funds have been paid or will be paid for such influencing activities, the undersigned shall complete and submit Standard Form LLL, Disclosure of Lobbying Activities, in accordance with applicable requirements.

The undersigned shall require that the language of this certification be included in covered lower-tier subawards and that all covered subrecipients certify and disclose accordingly.

_____	Legal Name of Proposer
_____	Authorized Representative / Title
_____	Signature
_____	Date

SF-LLL: ☐ Not Applicable ☐ Attached

FORM F – DEBARMENT AND SUSPENSION CERTIFICATION

The proposer certifies that neither it nor 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 proposer further certifies that it will not knowingly enter into a covered lower-tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded, unless authorized under applicable Federal requirements.

SAM.gov / UEI Information

Unique Entity Identifier (UEI)	
SAM.gov Registration Expiration	
Legal Business Name	

	Legal Name of Proposer
	Authorized Representative / Title
	Signature
	Date

FORM G – FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

The proposer certifies, to the best of its knowledge and belief, that it does not have any 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 pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment and determined that further action is not necessary to protect the interests of the Government.

The proposer further certifies that it has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment and determined that further action is not necessary to protect the interests of the Government.

☐ We certify compliance. ☐ We cannot make one or more of the certifications above and have attached an explanation.

_____	Legal Name of Proposer
_____	Authorized Representative / Title
_____	Signature
_____	Date

FORM H – PROHIBITED TELECOMMUNICATIONS AND VIDEO-SURVEILLANCE EQUIPMENT/SERVICES

The proposer certifies that it will comply with applicable restrictions on the use or procurement of covered telecommunications equipment or services under 2 CFR § 200.216 and applicable Federal law. The proposer shall not provide covered telecommunications or video-surveillance equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, when prohibited by Federal requirements.

The proposer shall flow applicable requirements to lower-tier contractors and shall promptly disclose any known use of prohibited covered equipment or services relevant to this contract.

☐ We certify compliance. ☐ Exception/explanation attached.

_____	Legal Name of Proposer
_____	Authorized Representative / Title
_____	Signature
_____	Date

FORM I – FTA BUY AMERICA CERTIFICATION – NON-ROLLING-STOCK MANUFACTURED PRODUCTS

Complete this form with the proposal for a covered purchase exceeding \$150,000 under 49 U.S.C. § 5323(j) and 49 CFR Part 661, unless SCRTD identifies an applicable waiver or exception by addendum. Complete ONE certification below; do not sign both. For an exempt purchase, identify the applicable SCRTD-issued waiver/exception instead.

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

_____	Legal Name of Proposer
_____	Authorized Representative / Title
_____	Signature
_____	Date

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j), but it may qualify for an exception or waiver under 49 U.S.C. § 5323(j)(2) and applicable regulations in 49 CFR § 661.7. The proposer shall attach a detailed identification of the affected items and the basis for non-compliance. SCRTD may not award Federal funds on that basis unless all required Federal approvals/waivers are obtained.

_____	Legal Name of Proposer
_____	Authorized Representative / Title
_____	Signature
_____	Date

FORM J – FEDERAL CONTRACT CLAUSES AND FLOW-DOWN ACKNOWLEDGMENT

The proposer acknowledges receipt of Appendix A, Federal Contract Provisions, which is incorporated into this solicitation and the resulting contract. The provisions apply according to the stated dollar thresholds, scope, funding conditions, and applicable law. The following checklist acknowledges the provisions; it does not replace their text or the separately signed certifications in Forms E–I.

- ☐ Access to records and audits
- ☐ Changes to federal requirements and remedies for breach
- ☐ Civil rights / nondiscrimination / equal employment requirements
- ☐ Disadvantaged Business Enterprise requirements
- ☐ Debarment and suspension
- ☐ Restrictions on lobbying, when applicable
- ☐ FTA Buy America and separate domestic procurement preferences
- ☐ Prohibited telecommunications and video-surveillance equipment/services
- ☐ Seat belt use and distracted driving
- ☐ Recovered materials and Clean Air / Water Act requirements, when applicable
- ☐ Termination provisions
- ☐ Program fraud / false statements and notification to the U.S. DOT Inspector General
- ☐ Federal tax liability and recent felony conviction restrictions
- ☐ Applicable cybersecurity, data, privacy, and payment-security obligations
- ☐ Required lower-tier flow-down, conditional work-hours requirements, and cargo preference

The proposer agrees to comply with Appendix A and to include required provisions in covered subcontracts and lower-tier agreements. No proposer exception overrides a federal requirement. Any proposed exception shall be disclosed with the proposal for SCRTD review before award.

_____	Legal Name of Proposer
_____	Authorized Representative / Title
_____	Signature
_____	Date

FORM K – DBE PARTICIPATION / SUBCONTRACTOR DISCLOSURE

SCRTD encourages participation by certified Disadvantaged Business Enterprises (DBEs). Unless a contract-specific DBE goal is established by addendum, no contract-specific DBE goal is stated in this solicitation. Proposers shall identify anticipated subcontractors and known DBE status. DBE status is subject to verification.

Firm / Subcontractor	Work / Supply	DBE?	Estimated \$	Estimated %

Legal Name of Proposer

Authorized Representative / Title

Signature

Date

FORM L – BIDDERS LIST INFORMATION

Provide information for the prime proposer and each anticipated subcontractor to support SCRTD's DBE bidders-list recordkeeping. Attach additional sheets if needed.

Firm 1

Firm Name / Address	
Prime or Subcontractor	
DBE Status / Certification No.	
NAICS / Type of Work or Supply	
Age of Firm / Annual Gross Receipts Range	

Firm 2

Firm Name / Address	
Prime or Subcontractor	
DBE Status / Certification No.	
NAICS / Type of Work or Supply	
Age of Firm / Annual Gross Receipts Range	

Firm 3

Firm Name / Address	
Prime or Subcontractor	
DBE Status / Certification No.	
NAICS / Type of Work or Supply	
Age of Firm / Annual Gross Receipts Range	

APPENDIX A FEDERAL CONTRACT PROVISIONS

These provisions are part of the RFP and resulting contract. Contractor means the selected prime contractor. Applicable federal law and the conditions of the FTA award control over inconsistent contract terms. A conditional provision applies when its stated trigger is met; a checklist response does not waive a legal requirement. SCRTD will identify any additional award-specific requirements by written addendum.

1 Federal requirements and lower-tier agreements

The Contractor shall comply with federal statutes, regulations, and requirements applicable to this contract and the FTA award funding it, including applicable provisions of 2 CFR Part 200 and the FTA Master Agreement incorporated into that award. The Contractor shall include each federally required provision in subcontracts and lower-tier agreements to the extent required by that provision and shall ensure lower-tier compliance. Only SCRTD's authorized representative may approve a written contract modification. Federal funding does not make the United States a party to this contract or liable for payment to the Contractor or any subcontractor.

2 Changes to federal requirements

The Contractor shall comply with applicable federal requirements as amended during performance to the extent those amendments apply to this contract. The Contractor shall notify SCRTD promptly of any resulting effect on performance, price, or schedule. Any adjustment requires a written modification signed by authorized parties and must comply with federal procurement requirements. The Contractor shall not treat a change in federal requirements as permission to make an unauthorized substitution or suspend required compliance.

3 Federal tax liability and recent felony convictions

The restrictions and certifications in Form G are incorporated into this contract. The Contractor shall promptly notify SCRTD if information certified in Form G becomes inaccurate, and shall furnish information necessary for SCRTD and the responsible federal agency to determine eligibility. No award, continuation, or payment may circumvent an applicable federal funding restriction.

4 Access to records and audits

The Contractor shall give SCRTD, NMDOT when acting as pass-through entity, FTA, the U.S. DOT Inspector General, the Comptroller General of the United States, and their authorized representatives access to books, documents, papers, electronic records, and other evidence directly pertinent to this contract for examination, audit, excerpts, transcription, and copying. The Contractor shall provide reasonable access to personnel and sites of performance as needed to exercise those rights. Records shall be retained for at least three years after the applicable final expenditure report is submitted under the federal award, and longer when required by 2 CFR 200.334, litigation, claims, audit findings, or written notice. The Contractor shall obtain the applicable retention end date from SCRTD before destroying records. Applicable access and retention requirements shall be included in subcontracts.

5 Civil rights and nondiscrimination

The Contractor shall comply with applicable federal civil-rights requirements, including Title VI of the Civil Rights Act of 1964 and implementing DOT regulations, applicable employment nondiscrimination requirements, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and applicable age discrimination protections. The Contractor shall provide equal access to the contracted services and equipment, cooperate with compliance reviews, supply required compliance information, and include applicable obligations in subcontracts. No provision requires a preference prohibited by applicable law.

6 DBE assurance and subcontractor payment

The contractor, sub recipient 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 the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

The Contractor shall include this assurance in each subcontract. Under 49 CFR 26.29, the Contractor shall pay each subcontractor for satisfactory performance no later than 30 days after receiving the corresponding payment from SCRTD. Any subcontractor retainage shall be released in full within 30 days after satisfactory completion of the subcontractor's work, as determined under 49 CFR 26.29(c). These obligations apply to DBE and non-DBE subcontractors and all lower tiers. Delay or postponement requires good cause and SCRTD's prior written approval. The Contractor shall provide payment records and cooperate with SCRTD's monitoring. Noncompliance may result in withholding affected payments, corrective action, or termination consistent with the contract and law. Any liquidated damages must be separately established in the contract; this clause alone does not set an amount.

7 Seat belt use and distracted driving

The Contractor shall adopt and promote policies encouraging employees to wear seat belts when operating company-owned, rented, or personal vehicles in performance of contract work. The Contractor shall adopt and enforce workplace policies to reduce distracted driving, including a ban on text messaging while driving company-owned or rented vehicles, federally owned vehicles, or personal vehicles used for contract work, and while using employer-supplied electronic equipment while driving. The Contractor shall communicate these policies to affected employees and encourage comparable subcontractor policies, consistent with the applicable FTA award and Executive Orders 13043 and 13513.

8 Prohibited telecommunications and video surveillance

The Contractor shall comply with 2 CFR 200.216 and shall not use federal award funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain equipment, services, or systems prohibited by that section. Form H is incorporated. The Contractor shall disclose proposed equipment and service sources sufficiently to permit compliance verification, notify SCRTD promptly of a discovered prohibited item or service, and replace noncompliant deliverables attributable to the Contractor without charging federal funds. Applicable restrictions shall be flowed down to subcontractors.

9 Domestic preferences for procurements

To the greatest extent practicable and consistent with law, the Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in the United States under 2 CFR 200.322, including iron, aluminum, steel, cement, and other manufactured products. Applicable definitions in that section govern. The Contractor shall include this requirement in covered subcontracts and purchase orders. This preference is separate from the mandatory FTA Buy America requirements. If performance includes infrastructure work subject to 2 CFR Part 184, the Contractor shall comply with the applicable domestic content requirements and any identified authorized waiver; an ordinary procurement preference does not substitute for those requirements.

10 Procurement of recovered materials

For contracts exceeding \$10,000, the Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, 2 CFR 200.323, and 40 CFR Part 247 when procuring covered EPA-designated items with contract funds. Where the purchase price of an item exceeds \$10,000, or the aggregate value of the quantity purchased during the preceding fiscal year exceeded \$10,000, the Contractor shall purchase designated products with the highest practicable percentage of recovered material consistent with satisfactory competition and applicable statutory exceptions. The Contractor shall document any applicable exception, including unavailable competitive supply, unreasonable price, or failure to meet reasonable performance requirements. Applicable requirements shall be included in subcontracts.

11 Termination for cause and convenience

For contracts exceeding \$10,000, SCRTD may terminate all or part of the contract for convenience by written notice specifying the effective date and affected work. The Contractor shall stop affected work, protect completed work and property, mitigate costs, and cancel or assign affected subcontracts as SCRTD directs. SCRTD shall pay for accepted conforming work and reasonable, documented, unavoidable termination costs, subject to available funding, applicable cost principles, and the contract ceiling. Payment shall exclude anticipated profit on unperformed work and avoid duplicate recovery.

SCRTD may terminate for cause by written notice identifying a material failure, including failure to deliver, meet specifications, make required progress, or comply with federal requirements. Unless immediate action is required by law or to protect public safety or federal funds, SCRTD shall allow ten calendar days after receipt of notice to cure, or approve a written corrective-action schedule. If the failure is not cured or an approved schedule is not met, SCRTD may terminate by further written notice specifying the effective date, obtain substitute performance, and recover legally recoverable additional costs. The Contractor shall submit a documented settlement request within 60 days after termination unless SCRTD extends that period in writing. A termination for cause found improper shall be treated as a termination for convenience. Disputes follow the contract dispute process and applicable law; the Contractor shall continue unaffected work unless directed otherwise.

12 Program fraud and notification to the DOT Inspector General

The Contractor shall submit truthful and accurate claims, certifications, statements, and supporting records. Applicable federal false-claims, false-statement, and program-fraud laws apply, including 31 U.S.C. 3729 et seq., 31 U.S.C. 3801 et seq., 18 U.S.C. 1001, and 49 U.S.C. 5323(l), as applicable.

For contracts exceeding \$25,000, if the Contractor has knowledge of potential fraud, waste, abuse, or misconduct involving FTA assistance, it shall promptly notify the U.S. DOT Inspector General in addition to any other reporting obligation. Reportable matters include potential criminal or civil violations, false claims, corruption, bribery, theft, and other misconduct affecting federal assistance. The Contractor shall also notify SCRTD unless prohibited by law, preserve relevant records, cooperate with authorized investigations, and include the required notification provision in covered lower-tier agreements. Reports to the Inspector General may be submitted through <https://www.oig.dot.gov/hotline> or 1-800-424-9071. Nothing in this contract restricts protected reporting or requires SCRTD's permission before contacting the Inspector General.

13 Debarment and suspension

For covered transactions under 2 CFR Parts 180 and 1200, including covered procurement contracts of \$25,000 or more and other transactions covered by those rules, the Contractor shall comply with federal suspension and debarment requirements. The Contractor shall verify that each participant in a covered lower-tier transaction is eligible before entering that transaction, using an authorized verification method, and shall not knowingly enter a covered transaction with an excluded or disqualified party without the required federal authorization. The

Contractor shall notify SCRTD promptly of a change affecting its eligibility and include the applicable requirements in covered lower-tier transactions. Form F is incorporated.

14 Restrictions on lobbying

For contracts exceeding \$100,000, the Contractor shall comply with 31 U.S.C. 1352 and 49 CFR Part 20. Federal appropriated funds shall not be used for prohibited influencing activities related to a covered federal transaction. The signed certification in Form E is incorporated. The Contractor shall submit SF-LLL when required for reportable lobbying using nonfederal funds, update disclosures as required, and obtain the required certification and disclosure from covered lower tiers.

15 Clean Air and Federal Water Pollution Control Acts

For contracts exceeding \$150,000, the Contractor shall comply with applicable standards, orders, and regulations issued under the Clean Air Act, 42 U.S.C. 7401–7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251–1388. The Contractor shall report violations to SCRTD, which shall report them to FTA and the appropriate EPA Regional Office. The Contractor shall include these requirements in each subcontract exceeding \$150,000.

16 Remedies for breach of contract

If the Contractor breaches the contract, SCRTD may require corrective action or reperformance, reject nonconforming goods or services, withhold payment for affected unaccepted work, exercise the termination provisions, seek legally recoverable damages and excess procurement costs, or pursue other remedies available under the contract and applicable law. Remedies shall be proportionate to the breach and shall not duplicate recovery. No penalty or liquidated-damages rate is established by this clause. The Contractor shall receive written notice describing the breach and an opportunity to respond or cure as provided in the termination clause. Contract disputes shall be submitted in writing to SCRTD's authorized contracting representative for a written decision, without limiting either party's rights under applicable law. Pending resolution, the Contractor shall continue undisputed work unless SCRTD directs otherwise. These express remedies apply under this contract and satisfy the requirement for remedies when the contract exceeds the applicable federal simplified acquisition threshold.

17 FTA Buy America

For covered purchases exceeding \$150,000, the Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661 unless an applicable FTA waiver or statutory exception applies. Form I and any SCRTD-issued waiver addendum govern the proposal certification. The Contractor shall furnish compliant manufactured products and any covered iron or steel, retain supporting origin and manufacturing documentation, and provide it upon request. Approval of a product substitution does not waive Buy America. No noncompliant product may be supplied in reliance on a requested waiver before required federal approval. Required obligations shall be included in applicable supply subcontracts.

18 Contract Work Hours and Safety Standards

This clause applies when the contract exceeds \$100,000 and involves employment of covered mechanics or laborers under 40 U.S.C. 3702 and 3704 and 29 CFR Part 5. Exempt purchases of supplies, materials, or articles ordinarily available on the open market and other statutory exemptions remain excluded. The following clauses apply to covered work; laborers and mechanics include watchpersons and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such

workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1). The applicable legally adjusted federal rate governs if changed.

(3) Withholding for unpaid wages and liquidated damages. (i) Withholding process. South Central Regional Transit District may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by: (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties; (B) A contracting agency for its procurement costs; (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; (D) A contractor's assignee(s); (E) A contractor's successor(s); or (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for: (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR Part 5; (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR Part 5;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR Part 5; or (iv) Informing any other person about their rights under CWHSSA or 29 CFR Part 5.

Required records for CWHSSA-only work. For work subject only to CWHSSA and not the other laws referenced in 29 CFR 5.1, the contractor and subcontractors shall maintain regular payrolls and basic records during the work and preserve them for three years after all work on the prime contract is completed. Records shall identify each covered worker's name; last known address, telephone number, and email address; Social Security number; actual work classifications; hourly wage rates; daily and weekly hours; deductions; and actual wages paid. Such records shall be available for inspection, copying, or transcription by authorized SCRTD, FTA, and Department of Labor representatives, who shall be permitted to interview workers during working hours on the job. Longer retention requirements elsewhere in the contract remain applicable.

19 Cargo preference

Where ocean transportation of equipment, materials, or commodities under this contract is possible, the Contractor shall comply with 46 U.S.C. 55305 and 46 CFR 381.7. The Contractor shall use privately owned U.S.-flag commercial vessels for at least 50 percent of gross tonnage, computed separately for dry bulk carriers, dry cargo liners, and tankers, to the extent available at fair and reasonable rates. It shall furnish a legible rated on-board commercial ocean bill of lading in English to SCRTD and the Maritime Administration within 20 days after loading for shipments originating in the United States, or within 30 working days for shipments originating outside the United States. Subcontractor bills shall be routed through the prime contractor. The Contractor shall include the substance of these requirements in all subcontracts involving possible ocean transportation and disclose anticipated ocean shipments to SCRTD before shipment.

20 Scope of services

This procurement covers commercial fare-payment equipment, software, integration, installation on existing buses, and support. It does not include new rolling stock, transit operations, facility construction, or federally funded research. Cybersecurity, PCI/payment security, data ownership, privacy, accessibility, warranty, and support requirements elsewhere in this RFP are incorporated into the contract.