SOUTH CENTRAL REGIONAL TRANSIT DISTRICT

REQUEST FOR PROPOSALS

FTA/ADA Compliance, Paratransit Procurement Oversight and Civil Rights Advisory Services

Independent Owner's Advisor / Federal Compliance Support

RFP Number	2026-1105
Issue Date	November 5, 2026
Questions Due	November 19, 2026, at 3:00 p.m. MST
Proposal Due	December 8, 2026, at 3:00 p.m. MST
Contracting Agency	South Central Regional Transit District (SCRTD)
Maximum Contract Amount	$75,000, inclusive of all authorized services and expenses
Anticipated Contract Term	January 5–October 4, 2027 (anticipated nine-month term)

Section 1 - Notice Inviting Proposals

The South Central Regional Transit District (SCRTD) is soliciting proposals from qualified firms or individuals to provide specialized Federal Transit Administration (FTA), Americans with Disabilities Act (ADA), civil rights, transit procurement, complementary paratransit, contractor-performance, and executive advisory services.

SCRTD seeks an independent owner's advisor with substantial experience in federal transit requirements, FTA oversight and Triennial/Comprehensive Reviews, ADA complementary paratransit, civil rights compliance, third-party contracting, and oversight of professional-services and contracted paratransit work.

The selected advisor will provide focused support to SCRTD's Executive Director and designated staff during evaluation and early administration of two related ADA/paratransit contracts, preparation for federal Civil Rights oversight, and priority implementation decisions. The advisor will represent SCRTD's interests but will not replace or duplicate the consultants or contractor selected under the related procurements.

1.1 Related SCRTD Procurements

This advisory contract is separate and independent from two SCRTD procurements that address the underlying technical and operating work:

- A professional-services procurement to evaluate SCRTD bus routes and determine the applicability of federal ADA complementary paratransit requirements, including route/segment classification and related technical findings.
- A procurement to establish and administer ADA paratransit eligibility and provide contracted ADA complementary paratransit operations.

The advisor selected under this RFP may evaluate proposals, review methodologies and work products, advise SCRTD on contract performance, and identify federal compliance or implementation risks. The advisor shall not independently perform the route-classification/ADA evaluation study or operate the eligibility/paratransit program.

1.2 Procurement Schedule and Submission

Milestone	Date / Requirement
RFP issued	November 5, 2026
Questions due	November 19, 2026, at 3:00 p.m. MST
SCRTD responses / addenda	November 24, 2026
Proposals due	December 8, 2026, at 3:00 p.m. MST
Anticipated selection / award	December 18, 2026 (anticipated; subject to required approvals)
Notice to Proceed	January 5, 2027 (anticipated; after contract execution)

Submit written questions and proposals by email to Liza Alonzo at lalonzo@scrtd.org. Use "RFP 2026-1105 – FTA/ADA and Civil Rights Advisory Services" in the subject line. Submit the technical proposal and signed forms as PDF files and the separate cost proposal as a separate PDF attachment. Proposals must be received by December 8, 2026, at 3:00 p.m. Mountain Standard Time (MST). Late proposals may be rejected. SCRTD will post written responses and addenda at www.scrtd.org. Only written addenda issued by SCRTD are binding. Selection, award and Notice to Proceed dates are anticipated and depend on completion of evaluation, required approvals and contract execution.

1.3 Reservation of Rights

SCRTD reserves the right, consistent with applicable procurement requirements, to reject any or all proposals; waive minor irregularities; request clarification; conduct interviews; check references; negotiate scope and price; cancel or modify the procurement schedule; award all or a portion of the work; authorize tasks based on need and available budget; require replacement of personnel when justified; and determine whether a conflict of interest is disqualifying.

Section 2 - Background and Implementation Context

2.1 District Profile and Ten-Year Growth

SCRTD is a regional public transportation district serving communities in southern New Mexico with connections into the El Paso, Texas metropolitan area. Public bus service began on February 22, 2016. During its first decade, the District has changed substantially in scale, service characteristics, fleet composition and operating geography.

Measure	2016 Service Launch	2026 Ten-Year Profile
Fixed routes	4	9
Bus fleet	Approximately 5 buses	Approximately 26 buses
Annual ridership	Approximately 20,000 passenger trips in the early years	Approximately 200,000+ passenger trips
Service character	Primarily rural/regional connector service	Rural, regional, urban, commuter-oriented and interstate service
Fleet / infrastructure	Conventional startup fleet	Battery-electric and hybrid-electric buses, charging infrastructure and expanded facilities

Growth has included additional routes, higher service levels, more intermediate stops, expanded weekend and evening operations, increased urban connectivity, and substantial ridership growth. This evolution has increased the importance of well-documented ADA decisions, effective contractor oversight and federal Civil Rights readiness.

2.2 Facilities and Operating Geography

SCRTD owns operating facilities in Anthony and Sunland Park, both serving the southern portion of the District in Doña Ana County. The Sunland Park Mobility and Energy Hub is the District's principal southern operations, administration, maintenance and electric-vehicle charging base.

Northern service currently relies on limited third-party space. The Hatch school district provides operating support for the Blue and Green routes, while Mesilla Valley Hospital provides space supporting the Copper, Magenta and Green routes. These arrangements provide limited capacity for additional parking, charging, dispatch, maintenance support and complementary paratransit expansion.

SCRTD anticipates development of the Venus Transportation and Maintenance Facility in the Las Cruces area within approximately two years. The planned facility is expected to provide District-controlled parking, maintenance support and electric-vehicle charging and to allow consolidation of parking now relying on Mesilla Valley Hospital. Until Venus is available, the advisor must recognize the current northern-facility shortfall when reviewing implementation schedules, contractor recommendations, fleet plans and paratransit expansion strategies.

2.3 ADA/Paratransit Implementation and Related Contractor Work

SCRTD is preparing to implement ADA complementary paratransit in phases. The initial focus is service in the El Paso Metropolitan Planning Organization area, beginning with the Yellow Route, which operates seven days per week and includes daytime and evening service. Subsequent implementation may extend to other routes and service areas based on federal requirements, the findings of the separate route-analysis consultant, available facilities, operating resources and funding.

Because SCRTD is simultaneously procuring technical route-analysis services and ADA eligibility/operating services, the District requires an independent advisor to help staff evaluate proposals, oversee contractor performance, review key deliverables, identify federal compliance issues, and maintain a coherent implementation record.

2.4 Triennial Review and Anticipated Civil Rights Review

SCRTD expects final closeout of its 2026 FTA Triennial Review in November 2026. The Triennial Review indicates that FTA Civil Rights review activity will follow the final closeout. For planning purposes, SCRTD anticipates the Civil Rights review and a federal report in early 2027; the actual schedule, scope and findings will be determined by FTA.

This timing is a central reason for retaining the advisor now. The selected advisor will guide SCRTD's Civil Rights readiness, organize supporting documentation, advise staff regarding responses and corrective actions, and represent/support the District during meetings, interviews and technical exchanges associated with the federal review.

2.5 Why Advisory Support Is Needed Now

SCRTD's rapid ten-year growth, changing service characteristics, two concurrent ADA/paratransit procurements, current facility constraints, phased implementation plans and anticipated federal Civil Rights oversight create a need for focused owner-side technical support. The advisor is intended to help SCRTD make defensible, timely and cost-conscious decisions while preserving clear accountability between SCRTD and the contractors performing the underlying route-analysis and paratransit work.

Section 3 - Purpose, Advisor Role and Limits of Assignment

3.1 Purpose and Desired Outcome

The purpose of this procurement is to retain an independent owner's advisor for a focused, nine-month engagement addressing priority procurement oversight, FTA Civil Rights readiness and targeted implementation support without duplicating work assigned to other contractors.

At completion, SCRTD expects to have:

- Independent technical advice during proposal evaluation for the two related ADA/paratransit procurements;
- A concise framework for monitoring priority contractor milestones, deliverables, federal compliance and corrective actions;
- Targeted review of selected route-analysis, eligibility and operating contractor work products for consistency with the applicable contracts and federal requirements;
- A Civil Rights review-readiness checklist, compliance-file index and federal request/action log;
- Advisor participation and technical support during the anticipated FTA Civil Rights review and immediate follow-up occurring within the contract term; and
- A consolidated closeout summary identifying unresolved compliance, procurement and implementation actions.

3.2 Separation from the Related Technical and Operating Procurements

Scope Limitation
This RFP does not procure an independent route-classification/ADA applicability study. The advisor shall not recreate the technical study being performed under SCRTD's separate route-analysis contract and shall not substitute its own route-by-route study findings for that contractor's work.

The advisor may review another contractor's methodology, conclusions, supporting documentation, schedule and contract compliance and may advise SCRTD whether clarification, correction, additional support, corrective action or federal consultation is warranted. However, the advisor is not responsible for independently performing the underlying technical study.

Unless specifically authorized through a lawful amendment that does not conflict with the separate procurements, the advisor shall not independently perform:

- Route-by-route or route-segment service classification and ADA applicability determinations;
- GIS service-area mapping or demographic analysis assigned to the route-analysis consultant;
- Independent ADA demand forecasting or a separate operating alternatives study;
- Public outreach assigned to another consultant;
- ADA eligibility determinations or appeals administration;
- Reservations, scheduling, dispatch or paratransit operations; or
- Legal opinions reserved to SCRTD legal counsel.

Section 4 - Scope of Work

SCRTD has organized the reduced advisor assignment into three priority tasks. The advisor shall rely on and review the work of SCRTD's other ADA/paratransit contractors rather than recreate that work. Services are expected to be performed primarily remotely. Travel, on-site work and optional support require advance written authorization. SCRTD may reallocate effort among the three tasks through negotiation or written task authorization, provided the total contract amount does not exceed $75,000.

Task 1 - Project Initiation and Priority Compliance Readiness

The advisor shall conduct a focused owner-side review of SCRTD's current ADA planning activities, relevant 2026 Triennial Review findings, the two related procurements, priority policies and procedures, and the anticipated federal review schedule. The purpose is to identify immediate management and federal-readiness issues, not to redo the route-analysis study.

- Conduct one project-initiation meeting with the Executive Director and designated staff;
- Review the two related RFPs, available procurement files, relevant Triennial Review materials and priority ADA/Civil Rights records identified by SCRTD;
- Identify immediate ADA, civil rights, procurement, documentation and contractor-management risks;
- Prepare a concise priority matrix and 90-day action plan; and
- Identify matters requiring consultation with FTA, NMDOT or SCRTD legal counsel.

Deliverable: Priority Compliance, Procurement and Civil Rights Readiness Assessment, including the action matrix, responsible parties, schedule and issues requiring federal or legal consultation.

Task 2 - Limited Procurement Evaluation and Contractor Oversight

The advisor shall provide targeted technical support for SCRTD's two separate ADA/paratransit procurements and early contract administration. Support shall be limited to the highest-priority evaluation and work-product issues selected by SCRTD.

- Review proposals for technical responsiveness to the issued RFP requirements;
- Serve as a technical advisor to SCRTD's evaluation committee without changing or introducing evaluation criteria after receipt of proposals;
- Prepare technical interview questions and identify material proposal strengths, weaknesses, exceptions and implementation risks;
- Review the selected contractors' initial work plans, schedules and monitoring measures;
- Complete up to six written reviews of priority contractor deliverables across the two related contracts, unless SCRTD reallocates the authorized level of effort in writing; and
- Advise SCRTD regarding acceptance, clarification, requested correction or other follow-up on the reviewed items.

Deliverables: One technical evaluation memorandum for each related procurement; interview questions when requested; an initial contractor-monitoring framework; and up to six concise work-product review memoranda.

Task 3 - FTA Civil Rights Readiness, Review Support and Targeted Implementation Advice

The advisor shall support the Executive Director and designated staff in preparing for and participating in the anticipated FTA Civil Rights review following closeout of the 2026 Triennial Review. SCRTD retains responsibility for official agency statements, policy decisions and legal positions.

- Develop a Civil Rights review-readiness checklist and compliance-file index using records provided by SCRTD and its contractors;
- Identify priority documentation gaps and recommend corrective or preparatory actions;
- Prepare concise briefing materials and assist with priority FTA document requests and technical questions;
- Participate in federal entrance/exit conferences, interviews and technical meetings as authorized;
- Maintain a federal request, decision, commitment and action log during the contract term;
- Review federal correspondence or findings and advise on immediate corrective-action responses;

- Provide one consolidated advisory memorandum on priority implementation or pre-launch risks identified from the related contractors' work products, if authorized within the available budget; and
- Prepare a closeout summary and open-action list at the end of the engagement.

The advisor shall not conduct an independent Civil Rights audit, issue a substitute federal compliance determination, perform detailed facility or financial planning, provide ongoing operating oversight, or serve as SCRTD legal counsel.

Deliverables: Civil Rights Readiness Checklist and Compliance-File Index; priority briefing materials and meeting summaries; federal request/action log; one targeted implementation or pre-launch advisory memorandum if authorized; and a final closeout summary.

Section 5 - Deliverables and Anticipated Schedule

Milestone	Required Product	Target / Timing
Project initiation	Priority Compliance, Procurement and Civil Rights Readiness Assessment	January 26, 2027 (within 21 days of anticipated NTP)
Related RFP evaluations	Two technical evaluation memoranda / interview support	As related proposals are evaluated during January–October 2027; timing follows the separate procurements
Early contract oversight	Monitoring framework and up to six priority work-product reviews	January–October 2027, at selected contractor milestones
Civil Rights readiness	Readiness Checklist and Compliance-File Index	March 5, 2027, or before the federal review, whichever is earlier
Federal review support	Priority briefings, meeting summaries and request/action log	During the FTA-scheduled review and immediate follow-up within January 5–October 4, 2027
Targeted implementation	One implementation or pre-launch advisory memorandum, if authorized	As contractor recommendations become available during January–October 2027, if authorized
Engagement closeout	Final summary and open-action list	October 4, 2027 (anticipated contract closeout)

SCRTD anticipates a contract term of approximately nine months from Notice to Proceed. The work shall focus first on procurement support and Civil Rights readiness, followed by federal review support and targeted implementation advice within the remaining authorized budget. Because FTA controls the federal review schedule, SCRTD and the contractor may extend the period of performance by written agreement solely to accommodate that schedule, without increasing the $75,000 maximum contract amount. The anticipated period of performance is January 5 through October 4, 2027. Calendar targets will be adjusted to the actual Notice to Proceed date and FTA review schedule without changing the authorized scope or maximum contract amount.

Section 6 - Required Qualifications

The proposer must demonstrate substantial experience directly relevant to an owner's advisor / federal compliance support assignment. SCRTD will place particular weight on the qualifications and availability of personnel actually assigned to the engagement.

- Knowledge of ADA requirements applicable to public transportation, including 49 CFR Parts 27 and 37 and FTA Circular 4710.1;
- Experience with ADA complementary paratransit, eligibility, contracted operations and service monitoring;
- Experience advising public agencies on procurement evaluations and contractor-performance oversight;
- Experience reviewing technical consultant work products without duplicating the underlying study;
- Experience with FTA Triennial/Comprehensive Reviews, ADA/Civil Rights reviews, procurement reviews or related federal transit oversight;

- Experience preparing an agency for and participating in FTA Civil Rights meetings, interviews, document requests, findings and corrective-action processes;
- Knowledge of FTA third-party contracting requirements and federally funded transit operations;
- Ability to identify material implementation and budget risks using contractor and agency data; and
- Ability to communicate complex federal requirements to executive leadership, staff and governing boards.

Preferred experience includes prior work with FTA's Office of Civil Rights, implementation of a new paratransit program, small/rural/regional or multi-jurisdictional transit agencies, service crossing metropolitan or state boundaries, and direct experience advising agencies during federal oversight. Former FTA employment is not required; equivalent demonstrated expertise will be considered.

Section 7 - Independence and Conflict of Interest

Independence is a material requirement. The proposer must disclose all actual, potential and apparent conflicts involving the firm, principals, employees, proposed subcontractors or affiliates, including relationships with firms responding to or performing SCRTD's related ADA/paratransit procurements.

The selected advisor shall not simultaneously serve as SCRTD's route-classification/ADA evaluation contractor, ADA eligibility contractor, or paratransit operating contractor under the related procurements. The advisor shall not have an organizational conflict that impairs its ability to provide impartial owner-side advice or contractor-performance review. SCRTD reserves the right to determine whether a disclosed relationship is disqualifying or requires mitigation.

Section 8 - Budget, Proposal Requirements and Evaluation

8.1 Budget and Cost Proposal

Maximum Available Contract Amount: $75,000
The maximum includes all professional fees, travel, reimbursable expenses, subcontractor costs, authorized implementation support and other direct costs under the resulting agreement.

Proposers shall submit a separate cost proposal showing unburdened hourly rates by personnel, estimated hours and direct labor by Task 1 through Task 3; the proposed overhead/fringe rate and amount; direct materials; travel and other direct costs; profit/fee; and a maximum-not-to-exceed total that does not exceed $75,000. SCRTD may negotiate the distribution of effort among tasks with the highest-ranked proposer consistent with applicable procurement requirements.

8.2 Technical Proposal Content

Technical proposals should be concise and generally should not exceed 15 pages, excluding resumes, required forms/certifications and the separate cost proposal. Proposals shall contain:

- Cover Letter and Conflict Disclosure - identify the firm/individual, principal contact, acceptance of the advisory scope and all actual/potential conflicts;
- Qualifications and Key Personnel - summarize relevant FTA/ADA, civil rights, procurement, contractor-oversight and paratransit experience and identify assigned personnel/roles;
- Relevant Experience - provide at least three comparable assignments with client, scope, dates, assigned personnel and reference contact information;
- Technical Approach - describe how the proposer will perform the three focused advisory tasks, avoid duplication with SCRTD's other contractors, support the Civil Rights review and control quality and cost;
- Availability and Schedule - identify availability of key personnel during the nine-month term for proposal evaluations, selected contractor reviews and federal coordination; and
- Separate Cost Proposal - provide the information required by Section 8.1 and Exhibit A.

8.3 Evaluation and Selection

Evaluation Criterion	Points	Evaluation Focus
FTA/ADA, Civil Rights and Federal Oversight Experience	30	Depth and relevance of federal oversight, ADA and Civil Rights review experience
Technical Approach and Understanding	25	Owner's advisor role, non-duplication, procurement/contractor oversight and review-readiness approach
Key Personnel: Qualifications and Availability	15	Qualifications, continuity and availability of personnel actually assigned
Comparable Projects and References	10	Similar advisory, oversight and implementation assignments
Contractor Performance / Implementation Capability	10	Ability to review contractor performance, facilities, budget and launch implications
Cost / Price	10	Reasonableness, completeness and overall value

Cost will not be the primary basis for selection. SCRTD may conduct interviews with the highest-ranked proposers or may make an award based on written proposals. If interviews are conducted, SCRTD may request participation by the proposed project manager and principal FTA/ADA/Civil Rights subject-matter expert.

Section 9 - Contract Administration and Insurance

9.1 Contract Form and Payment

The successful proposer will enter into a Professional Services Agreement with SCRTD. Work may be authorized through the approved contract and, when appropriate, written task authorizations. The advisor will report primarily to the SCRTD Executive Director, who may designate additional staff, legal counsel, consultants or contractors to participate in individual tasks.

Invoices shall identify personnel, hours, task, work performed and authorized direct expenses. Payment is subject to SCRTD acceptance of work and compliance with the resulting agreement. Total compensation shall not exceed $75,000.

9.2 Ownership and Records

Work products prepared specifically for SCRTD under this contract shall become SCRTD property upon payment, subject to rights in pre-existing proprietary materials identified in the agreement. The contractor shall maintain records and provide access consistent with applicable federal, NMDOT and SCRTD requirements.

9.3 Insurance

The successful proposer shall maintain insurance appropriate for professional advisory services and as required by the final Professional Services Agreement, including commercial general liability, automobile liability when vehicles are used, workers' compensation/employer's liability, and professional liability/errors and omissions. Final limits and endorsements will be confirmed by SCRTD before contract execution.

Section 10 - Federal and State Requirements

10.1 General Compliance

This procurement is expected to be funded, in whole or in part, with federal transit assistance administered through NMDOT. The successful proposer shall comply with all applicable federal, state and local requirements in effect during the

contract, including the applicable FTA Master Agreement, 2 CFR Part 200, FTA third-party procurement requirements, New Mexico procurement requirements and SCRTD procurement policies.

The federal provisions for this professional-services procurement are set out in Appendix 3 and are incorporated into this solicitation to the extent applicable to the funding used for the resulting contract. Their applicability is governed by the applicable FTA Master Agreement, 2 CFR Part 200, the final contract value and funding source, and any binding NMDOT requirements. If a conflict exists, the controlling federal or state requirement shall govern.

This is a non-A&E transit planning and regulatory professional-services procurement. SCRTD is not procuring architectural or engineering design services under this RFP. The competitive proposal method and resulting contract shall comply with FTA Circular 4220.1G, 2 CFR Part 200 and applicable NMDOT requirements. If the scope is later changed to include services that meet the federal definition of architectural or engineering services, SCRTD will address the applicable procurement requirements before authorizing that work.

10.2 Anticipated Applicable Federal Provisions

Appendix 3 contains the federal contract provisions for this $75,000 non-A&E planning/professional-services solicitation and resulting agreement, to the extent applicable. The clause set is organized using the March 2026 FTA Third Party Contract Provisions Matrix. Applicability remains subject to the FTA Master Agreement incorporated into the applicable award and binding funding-agency instructions. The following provisions are included:

- No Federal Government obligation to third parties.
- False or fraudulent statements, claims, and related acts / program fraud.
- Access to records and audits; record retention.
- Changes to federal requirements and incorporation of applicable FTA terms.
- Civil rights, nondiscrimination, Title VI, ADA, equal employment opportunity, DBE, and prompt payment requirements.
- Federal tax liability and recent felony convictions certification and flow-down.
- Suspension and debarment.
- Termination for convenience and default.
- Conflict of interest requirements.
- Seat belt use.
- Distracted driving.
- Notification of fraud, waste, abuse, or misconduct to the U.S. DOT Inspector General.
- Prohibition on covered telecommunications and video surveillance equipment or services.
- Special notification of federal assistance information for state-administered awards, as applicable.
- Domestic preferences for procurements, to the extent applicable.
- Procurement of recovered materials, when applicable.
- Energy conservation requirements.
- Flow-down of applicable federal requirements to subcontracts and lower-tier agreements.

Construction, rolling-stock, manufactured-product and other threshold-based provisions that do not apply to this $75,000 professional-services procurement are not included. If the final scope, contract value or method of performance changes, SCRTD shall confirm and add any newly applicable federal provisions before authorizing the affected work.

10.3 Federal Certifications Required With Proposal

Each proposer shall submit the federal certifications and acknowledgments included in Exhibit B. Failure to submit a required certification may render a proposal nonresponsive unless correction is permitted by applicable procurement requirements.

- Suspension and Debarment Certification and disclosure of the proposer’s UEI/SAM registration information as requested by SCRTD.
- Federal Tax Liability and Recent Felony Convictions Certification.
- Conflict of Interest / Organizational Conflict Disclosure sufficient to protect the independence of the advisory, contractor-oversight and federal-review representation.

- Federal Requirements Acknowledgment and Flow-Down Certification confirming review of Section 10 and Appendix 3 and agreement to comply with applicable FTA/DOT/NMDOT requirements and required subcontract flow-downs.
- DBE Utilization Form and associated assurances required by 49 CFR Part 26 and this solicitation.

10.4 DBE

This procurement does not establish a contract-specific DBE goal . Proposers shall not discriminate in the performance of the contract and shall comply with applicable 49 CFR Part 26 requirements. If subcontracting opportunities are proposed, the proposer shall identify proposed DBE participation in Exhibit C. Prompt payment requirements will apply to subcontractors as required by the contract.

10.5 Protest Procedure

An actual or prospective proposer aggrieved in connection with this solicitation or award may submit a written protest in accordance with the New Mexico Procurement Code (Chapter 13, Article 1 NMSA 1978), SCRTD Procurement Policy and applicable federal requirements. Unless superseded by applicable law or the issued solicitation, protests shall be submitted to the SCRTD Chief Procurement Officer, 2001 Futurity Drive, Sunland Park, NM 88063, email rtalamantes@scrtd.org, and shall identify the RFP, grounds, supporting facts/legal arguments and requested relief. SCRTD will issue a written determination in accordance with applicable requirements.

Exhibit A - Cost Proposal Form

Proposer: _____

Authorized Representative: _____

The proposed price shall include all labor, project management, supervision, travel, meetings, direct materials, technology, overhead, profit/fee, administration and other costs necessary to complete the authorized advisory work unless specifically identified.

Task	Firm Fixed Price
Task 1 - Project Initiation and Priority Compliance Readiness	$_____
Task 2 - Limited Procurement Evaluation and Contractor Oversight	$_____
Task 3 - FTA Civil Rights Readiness, Review Support and Targeted Implementation Advice	$_____
TOTAL - NOT TO EXCEED $75,000	$_____

Labor Rates and Estimated Hours

Labor Category	Unburdened Hourly Rate	Estimated Hours
Project Manager / Principal Advisor	$_____	_____
FTA/ADA/Civil Rights Specialist	$_____	_____
Procurement / Contract Oversight Specialist	$_____	_____
Paratransit Operations Specialist, if proposed	$_____	_____
Other: _____	$_____	_____

Cost Summary - provide specific amounts:
Direct labor: $_____ Overhead/fringe rate: _____% Overhead/fringe amount: $_____
Direct materials: $_____ Travel/other direct costs: $_____ Profit/fee: $_____
TOTAL PROPOSED PRICE (not to exceed $75,000): $_____
State all cost assumptions, including the basis for the overhead/fringe rate and any travel or direct-cost limitations:
_____

By signature, the proposer certifies that the proposed price has been independently developed, includes all costs necessary to perform the proposed advisory work, and will remain valid for 120 calendar days after the proposal due date.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Exhibit B - Required Certifications

B-1. Suspension and Debarment Certification

The undersigned certifies, to the best of its knowledge and belief, that the proposer and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered federal transactions. If unable to certify, the proposer shall attach an explanation. The proposer agrees to notify SCRTD promptly if its status changes and to comply with applicable lower-tier requirements.

Firm: _____ UEI: _____

Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

B-2. Conflict of Interest Disclosure

The proposer shall disclose any actual, apparent or potential organizational, financial or personal conflict that could impair objectivity or create an unfair competitive advantage in performing this contract.

☐ No conflict is known. ☐ A potential conflict is disclosed below / on an attachment.

Explanation: _____

_____

Authorized Representative: _____ Signature: _____

B-3. Federal Tax Liability and Recent Felony Convictions Certification

The undersigned certifies that the proposer: (1) 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; and (2) has not been convicted of a felony criminal violation under any federal law within the preceding twenty-four (24) months. If the proposer cannot make this certification, it shall disclose that fact to SCRTD before award. The proposer shall flow this requirement down to applicable lower-tier participants.

Firm: _____ UEI: _____

Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

B-4. Federal Requirements Acknowledgment and Flow-Down Certification

The undersigned certifies that the Proposer has reviewed Section 10 and Appendix 3 of this RFP and, if awarded the contract, will comply with all federal requirements applicable to this FTA-assisted planning/professional-services contract, including the applicable FTA Master Agreement, 2 CFR Part 200, 49 CFR Parts 21, 26, 27 and 37, and NMDOT pass-through requirements. The Proposer further agrees to include applicable federal requirements in subcontracts and lower-tier agreements as required by law and the resulting contract.

The undersigned also certifies that the Proposer will maintain the independence and professional objectivity necessary to review route-classification/ADA analyses and to serve as SCRTD's technical representative during the anticipated FTA Civil Rights review, and will promptly disclose any actual, apparent or organizational conflict that could impair that role.

Firm: _____ UEI: _____

Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

Exhibit C - DBE Utilization Form

This procurement does not establish a contract-specific DBE participation goal. Proposers shall identify proposed DBE subcontractors, if any, and comply with applicable 49 CFR Part 26 requirements.

☐ Proposer intends to use one or more certified DBE firms. ☐ No DBE participation is currently proposed.

DBE Firm	Certification Agency / No.	Work Description	Estimated $	Estimated %
			$	%
			$	%
			$	%

If no DBE participation is proposed and subcontracting opportunities exist, briefly describe outreach or good-faith efforts, if applicable:

_____

_____

Authorized Representative: _____ Signature: _____

Exhibit D - Proposal Checklist

The following checklist is provided to assist proposers. The proposer remains responsible for submitting all information required by the final RFP and any addenda.

☐ Signed cover letter and conflict disclosure

☐ Qualifications and key personnel

☐ At least three comparable assignments and references

☐ Technical approach addressing Tasks 1 through 3 and the non-duplication requirement

☐ Availability and schedule

☐ Separate Cost Proposal - Exhibit A

☐ Suspension and Debarment Certification - Exhibit B-1

☐ Conflict of Interest Disclosure - Exhibit B-2

☐ Federal Tax Liability and Recent Felony Convictions Certification - Exhibit B-3

☐ Federal Requirements / Flow-Down Certification - Exhibit B-4

☐ DBE Utilization Form - Exhibit C

☐ Acknowledgment of all addenda, if any

Firm: _____ Authorized Representative: _____

Signature: _____ Date: _____

Appendix 1 - Related Procurements and Reference Documents

SCRTD will make available to the selected advisor, subject to procurement integrity, confidentiality and applicable law, documents necessary to perform the advisory assignment. These may include:

- The issued route-analysis / ADA service-classification RFP, addenda, proposals and resulting contract;
- The issued ADA eligibility / contracted paratransit operations RFP, addenda, proposals and resulting contract;
- Applicable evaluation materials, procurement files and contractor deliverables;
- 2026 FTA Triennial Review findings and final closeout correspondence;
- FTA Civil Rights correspondence, document requests and review materials received during the engagement;
- SCRTD ADA, Title VI, complaint, reasonable-modification, procurement and contractor-monitoring policies and records;
- Route, schedule, ridership, fleet, facility and service information relevant to contractor oversight and implementation;
- Facility information for Sunland Park, Anthony, Hatch, Mesilla Valley Hospital and the planned Venus facility; and
- Other Board, NMDOT, grant, financial or operational records authorized by SCRTD.

The advisor shall use these materials to support SCRTD's evaluation, oversight and federal-readiness decisions. Receipt of technical study materials does not convert this advisory contract into an independent route-classification or ADA applicability study.

Appendix 2 - Assignment Responsibility Matrix

Work Area	Primary Responsible Party	Independent Advisor Role
Route / segment classification and ADA applicability study	Separate route-analysis consultant	Review methodology, deliverables and contract responsiveness; advise SCRTD on questions, risks, corrections and federal consultation; do not recreate study
GIS / service-area mapping and study demand analysis	Separate route-analysis consultant	Review key outputs as needed for oversight and implementation; do not perform separate analysis
ADA eligibility administration	Separate eligibility/operations contractor	Review procedures, readiness, performance and compliance; advise on corrective action
Paratransit reservations, scheduling, dispatch and operations	Separate eligibility/operations contractor	Review priority mobilization or pre-launch controls if authorized; no ongoing operating oversight
Procurement evaluation / contract oversight	SCRTD with advisor support	Technical advisor to staff/evaluation committee; limited review of selected early contract deliverables
FTA Civil Rights readiness and representation	SCRTD	Prepare readiness checklist and file index; provide technical support for priority responses, meetings, findings and immediate corrective action

Work Area	Primary Responsible Party	Independent Advisor Role
Policy and legal determinations	SCRTD / legal counsel	Technical advice only; no legal opinions
Board and executive decisions	SCRTD	Executive briefings and recommendations

Appendix 3 - Federal Contract Provisions

Purpose and Applicability

This Appendix is incorporated into the Request for Proposals and any resulting professional services agreement. It provides the federal contract provisions anticipated for this FTA-assisted procurement. The provisions are based on the March 2026 FTA Third Party Contract Provisions Matrix, FTA Master Agreement MA(34), 2 CFR Part 200, and the federal requirements identified in Section 10. The final applicability of any provision remains subject to the federal award, final contract value, contract type, and NMDOT/FTA direction. Where a provision is conditional, it applies automatically if the condition or threshold is met during the contract term.

The Contractor shall comply with the federal requirements that are applicable to its work and shall include applicable requirements in subcontracts and lower-tier agreements when required by law, regulation, the FTA Master Agreement, or this Appendix.

A. Federal Assistance Identification

Item	Identification
Federal awarding agency	Federal Transit Administration (FTA), U.S. Department of Transportation
Pass-through entity	New Mexico Department of Transportation (NMDOT), if applicable to the final award
Assistance Listing / federal program	To be identified by SCRTD if federal assistance is used.
Federal assistance amount supporting this procurement	To be identified by SCRTD if federal assistance is used; the $75,000 ceiling is the total contract budget, not a stated federal share.
Maximum RFP contract budget	$75,000, including all authorized services and expenses

B. Provision Applicability Summary

Provision	Primary Authority	Status for this RFP
No Federal Government obligation to third parties	FTA-assisted contract principle / Master Agreement	Included
False or fraudulent statements and claims / program fraud	31 U.S.C. §§ 3729-3733; 18 U.S.C. § 1001	Included
Access to records and audits	49 U.S.C. § 5325(g); 2 CFR § 200.337; MA(34) § 9	Included
Changes to federal requirements / incorporation of FTA terms	MA(34) §§ 1 and 3; applicable award terms	Included
Civil rights / nondiscrimination / ADA / EEO	Title VI; 49 U.S.C. § 5332; 49 CFR Parts 21, 27, 37; MA(34) § 12	Required; also directly relevant to consultant’s federal-review support role
DBE and prompt payment	49 CFR §§ 26.13 and 26.29; MA(34) § 12	Included

Provision	Primary Authority	Status for this RFP
Federal tax liability / recent felony convictions	MA(34) § 4(g); DOT requirements	Required; Exhibit B certification included
Suspension and debarment	2 CFR Parts 180 and 1200; 2 CFR Part 200 Appendix II(H)	Required; contract exceeds $25,000
Termination	2 CFR Part 200 Appendix II(B)	Required; contract exceeds $10,000
Conflict of interest	2 CFR § 200.318(c)(1); SCRTD/NM requirements	Included
Seat belt use	Executive Order 13043; MA(34) § 34(a)	Included
Distracted driving	Executive Order 13513; DOT Order 3902.10; MA(34) § 34(b)	Included
Fraud/waste/abuse notification	31 U.S.C. § 3729 et seq.; MA(34) § 39(b)	Required; contract exceeds $25,000
Covered telecommunications/video surveillance	2 CFR § 200.216; Appendix II(K)	Included
Special notification for states	MA(34) § 37	Included to extent applicable to NMDOT-administered award
Domestic preferences	2 CFR § 200.322; 2 CFR Part 184; Appendix II(L)	Included to extent applicable
Recovered materials	2 CFR § 200.323; 40 CFR Part 247; Appendix II(J)	Applicable when designated items are acquired; contract exceeds $10,000
Energy conservation	42 U.S.C. § 6321 et seq.; applicable state energy plan	Included

For this RFP's $75,000 maximum contract value, the March 2026 FTA matrix triggers, among other requirements, termination (contracts over $10,000), debarment/suspension (contracts over $25,000), and fraud/waste/abuse notification (contracts over $25,000). The Byrd Anti-Lobbying requirement (contracts over $100,000), Clean Air/Clean Water clauses (contracts over $150,000), and the federal remedies clause above the Simplified Acquisition Threshold are not triggered by the current ceiling and are not included. SCRTD retains its contractual remedies at all contract values.

C-1. No Federal Government Obligation to Third Parties

SCRTD and the Contractor acknowledge that, notwithstanding any concurrence or approval by the Federal Government in or of the solicitation or award of this contract, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to SCRTD, the Contractor, or any other party pertaining to any matter resulting from the contract. The Contractor agrees to include this provision in each subcontract financed in whole or in part with FTA assistance when required.

C-2. False or Fraudulent Statements, Claims, and Related Acts / Program Fraud

The Contractor acknowledges that the provisions of the federal False Claims Act and other federal civil and criminal fraud laws apply to statements, claims, certifications, invoices, records, and other information submitted in connection with this FTA-assisted contract. The Contractor shall not knowingly submit, cause to be submitted, or assist in the submission of false, fictitious, or fraudulent statements or claims. Violations may subject the Contractor and responsible individuals to civil, administrative, or criminal penalties under applicable federal law, including 31 U.S.C. §§ 3729-3733 and 18 U.S.C. § 1001.

C-3. Access to Records, Audits, and Record Retention

The 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 records, books, documents, papers, electronic files, and other evidence directly pertinent to this contract for the purpose of audit, examination, inspection, excerpts, and transcription, as permitted by 49 U.S.C. § 5325(g), 2 CFR § 200.337, and the applicable FTA Master Agreement. The

Contractor shall retain required contract records for the period required by 2 CFR Part 200, the FTA Master Agreement, the underlying award, and applicable state law, and shall require applicable lower-tier contractors to do the same.

C-4. Changes to Federal Requirements and Incorporation of FTA Terms

The Contractor shall comply with all applicable federal laws, regulations, requirements, and FTA award terms in effect during performance of this contract, including later amendments that lawfully apply to the contract. Applicable requirements of the FTA Master Agreement incorporated into the federal award are incorporated into this contract by reference to the extent required. The Contractor shall not be entitled to additional compensation solely because a federal requirement changes, except to the extent SCRTD authorizes a compensable contract change in writing.

C-5. Civil Rights, Nondiscrimination, Title VI, ADA, and Equal Employment Opportunity

The Contractor shall comply with all applicable federal civil-rights and nondiscrimination requirements, including Title VI of the Civil Rights Act of 1964, 49 U.S.C. § 5332, 49 CFR Parts 21, 26, 27 and 37, the ADA, and the applicable FTA Master Agreement. In performing this planning assignment and supporting SCRTD during the anticipated FTA Civil Rights review, the Contractor shall provide objective technical analysis, maintain complete supporting records, cooperate with authorized FTA/NMDOT requests, and avoid discrimination in project activities. Related Title VI/LEP implications of paratransit implementation shall be identified when material to the service recommendations. Nothing in this clause transfers SCRTD's statutory responsibilities to the Contractor.

C-6. Disadvantaged Business Enterprise and Prompt Payment

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted 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 SCRTD 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.

Each subcontract the prime contractor signs with a subcontractor must include the above clause

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 SCRTD. 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 SCRTD. This clause applies to both DBE and non-DBE subcontractors.

DBEs will be encouraged and afforded full opportunity to actively solicit information concerning this project and to submit bids and/or proposals.

C-7. Federal Tax Liability and Recent Felony Convictions

Before contract award, the Contractor shall certify that it does not have an unpaid federal tax liability that has been finally 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 responsible collecting authority; and that it has not been convicted of a felony criminal violation under federal law within the preceding twenty-four months. If the Contractor cannot make the certification, SCRTD shall refer the matter to NMDOT/FTA as appropriate and shall not execute the federally assisted contract without required approval. The Contractor shall flow this requirement down to lower-tier participants as required by MA(34) § 4(g).

C-8. Suspension and Debarment

This contract is a covered transaction for purposes of federal suspension and debarment requirements to the extent provided by 2 CFR Parts 180 and 1200 and 2 CFR Part 200 Appendix II(H). The Contractor certifies that it and its principals are not presently suspended, debarred, proposed for debarment, declared ineligible, or otherwise excluded from covered federal

transactions. The Contractor shall verify the eligibility of lower-tier participants when required, shall not knowingly enter into a covered transaction with an excluded party without authorization, and shall notify SCRTD promptly if its eligibility status changes.

C-9. Termination for Convenience and Default

SCRTD may terminate all or part of the contract for convenience or for default in accordance with the Professional Services Agreement. A convenience termination shall provide for payment for accepted work properly performed through the effective termination date and other allowable amounts expressly provided by the agreement, less prior payments and amounts owed to SCRTD. A default termination may be based on failure to perform material contract requirements, failure to make adequate progress after notice, or other material breach. The Contractor shall be responsible for costs and remedies allowed by the agreement and applicable law, subject to any cure rights stated in the contract.

C-10. Conflict of Interest

The Contractor shall maintain written standards and practices sufficient to prevent actual, apparent, or organizational conflicts of interest in the performance of this contract. The Contractor shall promptly disclose to SCRTD any financial, personal, organizational, or other interest that could impair objectivity, create an unfair competitive advantage, or otherwise conflict with 2 CFR § 200.318(c)(1), SCRTD policy, New Mexico requirements, or the Professional Services Agreement. SCRTD may require mitigation, recusal, replacement of personnel or subcontractors, or other corrective action.

C-11. Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt policies and programs for its employees and other personnel operating motor vehicles in connection with this contract, consistent with Executive Order 13043, applicable federal guidance, and MA(34) § 34(a). The Contractor shall comply with all applicable state and local seat belt laws while performing contract work.

C-12. Distracted Driving

The Contractor shall promote policies and practices that discourage text messaging while driving in connection with this contract and shall comply with applicable federal, state, and local restrictions on distracted driving. Consistent with Executive Order 13513, U.S. DOT Order 3902.10, and MA(34) § 34(b), the Contractor should encourage safe driving practices among employees, subcontractors, and other personnel whose work involves operating motor vehicles.

C-13. Notification of Fraud, Waste, Abuse, or Misconduct

The Contractor shall promptly report to SCRTD credible information concerning fraud, waste, abuse, misconduct, false claims, or other unlawful activity involving federal assistance under this contract. SCRTD may require direct or concurrent notice to NMDOT, FTA, or the U.S. DOT Office of Inspector General in accordance with the applicable FTA Master Agreement and federal requirements. Nothing in this provision limits any independent legal duty to report misconduct or protects retaliation prohibited by law.

C-14. Prohibition on Covered Telecommunications and Video Surveillance Equipment or Services

The Contractor shall comply with 2 CFR § 200.216 and 2 CFR Part 200 Appendix II(K). Federal funds shall not be used to procure, obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain, covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as defined by federal law. The Contractor shall ensure that any equipment, cloud services, communications systems, or technology acquired specifically for this contract comply with this prohibition and shall flow down the requirement when applicable.

C-15. Special Notification Requirements for State-Administered Federal Assistance

To the extent MA(34) § 37 applies to the NMDOT-administered award supporting this procurement, solicitation and contract documents shall identify FTA as the federal agency providing assistance, identify the applicable Assistance Listing or federal program number, and state the amount of federal assistance provided for the project or activity. SCRTD and NMDOT shall complete the federal program and assistance amount fields in this RFP before issuance or otherwise provide the information in the manner directed by NMDOT.

C-16. Domestic Preferences for Procurements

To the extent applicable to purchases made in support of this professional services contract, the Contractor shall comply with 2 CFR § 200.322 and applicable domestic preference requirements, including 2 CFR Part 184 where relevant. The Contractor shall, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States when such items are acquired under this contract. This provision is distinct from FTA Buy America requirements applicable to certain tangible-property and infrastructure procurements.

C-17. Procurement of Recovered Materials

When the Contractor purchases items designated by the U.S. Environmental Protection Agency for use in performing this contract and the federal recovered-materials requirements apply, the Contractor shall comply with 2 CFR § 200.323, 40 CFR Part 247, and 2 CFR Part 200 Appendix II(J). The Contractor shall procure designated items containing the highest practicable percentage of recovered materials consistent with maintaining satisfactory competition and shall otherwise comply with applicable solid-waste and recovered-material purchasing requirements.

C-18. Energy Conservation

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the applicable state energy conservation plan issued in compliance with the Energy Policy and Conservation Act and other federal requirements made applicable to this contract. The Contractor shall use reasonable energy-conservation practices in performing the work and shall comply with any specific energy requirements communicated by SCRTD or NMDOT.

C-19. Flow-Down to Subcontracts and Lower-Tier Agreements

The Contractor shall include in each subcontract or lower-tier agreement the federal provisions that are required to apply at that tier based on the subcontract value, subject matter, source of federal assistance, and governing federal law. The Contractor is responsible for ensuring that subcontractors understand and comply with applicable federal requirements and shall provide evidence of compliance to SCRTD upon request.

D. Order of Precedence and Federal Changes

If a conflict exists between this Appendix, the Professional Services Agreement, a federal statute or regulation, the FTA Master Agreement incorporated into the applicable award, or a binding NMDOT requirement, the legally controlling federal or state requirement shall govern. SCRTD may issue an addendum before award or a written contract amendment after award to conform the solicitation or contract to an applicable federal requirement.