**SOUTH CENTRAL REGIONAL TRANSIT DISTRICT**

# REQUEST FOR PROPOSALS

## Regional Fixed Route Service Classification and ADA Complementary Paratransit Compliance Study

| | |
|---|---|
| RFP Number | 2026-1111 |
| Issue / Posting Date | November 11, 2026 |
| Questions Due | December 11, 2026, by 5:00 p.m. Mountain Time |
| SCRTD Responses / Addenda | December 18, 2026 |
| Proposals Due | January 8, 2027, by 5:00 p.m. Mountain Time |
| Optional Interviews | January 14-15, 2027, if conducted |
| Anticipated Award | January 21, 2027, subject to required approvals |
| Anticipated Notice to Proceed | February 1, 2027 |
| Contract Term | Six (6) months from Notice to Proceed |
| Maximum Available Budget | $150,000, inclusive of authorized optional services |

Procurement Contact
Liza Alonzo, Grants Administrator
South Central Regional Transit District
2001 Futurity Drive, Sunland Park, NM 88063
lalonzo@scrtd.org | 575-888-3246

## Procurement Summary

SCRTD seeks a qualified transit consulting firm to independently evaluate its nine existing fixed routes, determine the applicability and geographic extent of ADA complementary paratransit obligations, evaluate coordinated service delivery alternatives that avoid duplication of verified existing services, and provide a defensible implementation roadmap. Evaluation of adding new fixed-route service is excluded.

### Central Regulatory Question

For each SCRTD route and any identifiable route segment, determine whether the service meets the regulatory definition of commuter bus service under 49 CFR § 37.3 and is therefore excepted from complementary paratransit requirements under 49 CFR § 37.121(c). For service that does not qualify for that exception, determine the applicable complementary paratransit obligations, service area, days/hours, demand, cost and implementation approach, including verified service coverage by other providers.

| Item | Requirement |
|---|---|
| Procurement Method | Competitive Request for Proposals for professional services |
| Contract Type | Firm fixed price / not-to-exceed professional services agreement |
| Budget | $150,000 maximum available, including optional services |
| Schedule | Six months from Notice to Proceed |
| Routes | Nine fixed routes; route and segment-level analysis required |
| Technical Proposal Limit | 25 pages, excluding cover, resumes and required forms |
| Cost Proposal | Separate PDF by email or separately sealed printed proposal delivered in person; detailed by task |
| Primary Outputs | Regulatory classification matrix, ADA service area/GIS products, demand/cost/service-delivery analysis, facility capacity and phasing analysis, final report, implementation roadmap and Board presentation |

## Contents

Section 1 Notice Inviting Proposals
Section 2 Background Purpose and Decision Framework
Section 3 Scope of Work
Section 4 Deliverables and Project Schedule
Section 5 Budget and Cost Proposal Requirements
Section 6 Consultant Qualifications
Section 7 Proposal Submission Requirements
Section 8 Evaluation and Award
Section 9 Contract Administration and Insurance
Section 10 Federal and State Requirements
Exhibit A Cost Proposal Form
Exhibit B Required Certifications
Exhibit C DBE Utilization Form
Exhibit D Proposal Checklist
Exhibit E Federal Certifications Submission Checklist
Exhibit F SF-LLL Disclosure of Lobbying Activities and Instructions
Exhibit G Prohibited Telecommunications Certification
Exhibit H Federal Clauses and Flow Down Acknowledgment
Exhibit I Bidders List Information Form
Exhibit J Addenda Acknowledgment
Appendix 1 SCRTD Route Profile and Data Framework
Appendix 2 Regulatory and Procurement References
Appendix 3 Federal Contract Provisions

# Section 1 - Notice Inviting Proposals

The South Central Regional Transit District (SCRTD) invites proposals from qualified transit planning, ADA compliance, legal-regulatory, operations and financial consulting firms to perform a Regional Fixed-Route Service Classification and ADA Complementary Paratransit Compliance Study.

The consultant shall independently evaluate SCRTD's nine existing fixed routes only; evaluation of new fixed-route service is excluded. Determine commuter-bus classification and ADA obligations, and recommend a sustainable, coordinated approach. Additional SCRTD service shall exclude areas verified as adequately served by other providers, subject to Task 3.

| Solicitation Milestone | Date / Requirement |
|---|---|
| Issue / Posting Date | November 11, 2026 |
| Questions Due | December 11, 2026, by 5:00 p.m. Mountain Time |
| SCRTD Responses / Addenda | December 18, 2026 |
| Proposals Due | January 8, 2027, by 5:00 p.m. Mountain Time |
| Optional Interviews | January 14-15, 2027, if conducted |
| Anticipated Award | January 21, 2027, subject to required approvals |
| Anticipated Notice to Proceed | February 1, 2027 |

## 1.1 Submission Method

Proposers may submit proposals by email or by in-person delivery. For email submission, provide two separate PDF files: (1) Technical Proposal and (2) Cost Proposal, emailed to lalonzo@scrtd.org, Attention: Liza Alonzo, Grants Administrator. The email subject line shall state: “Proposal - RFP No. 2026-1111.” For in-person submission, deliver one signed printed Technical Proposal and one separately sealed printed Cost Proposal to South Central Regional Transit District, 2001 Futurity Drive, Sunland Park, NM 88063, Attention: Liza Alonzo, Grants Administrator. Place both in a sealed outer envelope or package labeled “Proposal - RFP No. 2026-1111,” with the proposer’s name and contact information. The Technical Proposal shall not contain pricing. Both submission methods must be received by January 8, 2027, at 5:00 p.m. Mountain Time.

For either submission method, label the Cost Proposal “COST PROPOSAL - RFP No. 2026-1111” and keep it separate from the Technical Proposal. Proposers are responsible for confirming successful and timely receipt by SCRTD. In-person proposals must be delivered to and received by SCRTD staff; obtain a date-and-time receipt. Late proposals may be rejected in accordance with SCRTD procurement requirements.

## 1.2 Questions and Addenda

All questions shall be submitted in writing to the SCRTD procurement contact by the deadline stated above. Only written addenda issued by SCRTD are binding. Oral interpretations or statements are not binding on SCRTD.

## 1.3 Reservation of Rights

- Reject any or all proposals, in whole or in part.
- Waive minor informalities or irregularities when permitted by law and SCRTD policy.
- Request written clarification or conduct interviews with one or more proposers.
- Negotiate scope, level of effort, deliverables and price with the highest-ranked proposer.
- Award all, part, or none of the optional services.
- Cancel or reissue the solicitation when determined to be in SCRTD’s best interest.

# Section 2 - Background, Purpose and Decision Framework

## 2.1 District Background

SCRTD is a regional transit district serving communities throughout southern New Mexico and providing interstate connections into El Paso County, Texas. Public bus service began on February 22, 2016. This procurement therefore coincides with SCRTD's ten-year service anniversary and follows a decade of sustained expansion in ridership, fleet size, route coverage, service levels, geographic reach, and capital investment.

At service launch, SCRTD operated four routes with five buses, focused principally on regional connections among Las Cruces, Chaparral, Anthony, and Sunland Park. By 2026, the District had expanded to nine fixed routes and a bus fleet of approximately 26 buses, with additional vans and support vehicles serving complementary mobility functions. Annual ridership has increased from roughly 20,000 passenger trips in the system's early years to approximately 200,000 passenger trips, representing more than 925 percent growth over the first decade.

### Ten-Year Growth Profile

| Measure | 2016 Service Launch | 2026 Ten-Year Profile |
|---|---|---|
| Fixed routes | 4 | 9 |
| Bus fleet | 5 buses | Approximately 26 buses |
| Annual ridership | Roughly 20,000 trips | Approximately 200,000+ trips |
| Service role | Regional/rural connector | Rural, urban, regional, commuter-oriented and interstate service |
| Service footprint | Core Doña Ana County corridors | Broader southern New Mexico network with El Paso connections |

This expansion is central to the need for the present study. Routes originally designed as limited-stop regional or rural connectors have evolved through added stops, higher frequencies, weekend operations, longer service spans, and greater activity within urbanized areas. As operating characteristics have changed, historical route labels alone may no longer establish the appropriate federal treatment. SCRTD therefore requires an independent route-by-route and, where appropriate, segment-level evaluation that is based on how the service operates today.

### Facilities and Operating Geography

Facility capacity has not expanded uniformly with the service network. SCRTD currently relies on four primary operating or staging locations. Two facilities - Anthony and the Sunland Park Mobility and Energy Hub - are owned by the District and principally support service in the southern portion of Doña Ana County. Northern service is presently supported through third-party facilities and space provided by the Hatch School District for the Blue and Green routes and by Mesilla Valley Hospital for the Copper, Magenta and Green routes.

This operating geography is a material constraint for ADA complementary paratransit implementation. SCRTD does not presently own or control a northern facility with dedicated space for paratransit vehicle parking, operator staging, dispatch/reservation support, secure storage, light maintenance or electric-vehicle charging. Accordingly, any near-term expansion of paratransit service north of the District-owned Anthony and Sunland Park facilities may require interim leased, shared, partner-provided or contracted operating space.

| Facility / Location | Status | Current Service Role | Planning Relevance |
|---|---|---|---|
| Anthony Facility | District-owned | Supports southern Doña Ana County operations. | Existing SCRTD-controlled operating base; capacity should be assessed for southern paratransit support. |
| Sunland Park Mobility and Energy Hub | District-owned | Primary southern operations, administration, maintenance and charging base. | Existing SCRTD-controlled base with charging capability; principal southern option for paratransit staging and support. |

| Facility / Location | Status | Current Service Role | Planning Relevance |
|---|---|---|---|
| Hatch School District | Third-party space | Supports Blue and Green route operations serving northern corridors. | Not a dedicated SCRTD paratransit base; availability, capacity and operating limitations must be evaluated. |
| Mesilla Valley Hospital | Third-party space | Supports Copper, Magenta and Green route parking/operations in the Las Cruces area. | Current support location, but not a long-term SCRTD-controlled paratransit/EV operating base. |
| Venus Transportation and Maintenance Facility | Planned SCRTD facility - anticipated 2028 | Future northern transportation, parking, maintenance and EV-charging base. | Expected to support northern paratransit expansion, EV charging and consolidation of parking now supported at Mesilla Valley Hospital. |

SCRTD anticipates developing the Venus Transportation and Maintenance Facility in approximately two years (2028). The planned facility is expected to provide District-controlled northern parking and operating capacity, maintenance support and electric-vehicle charging, while allowing SCRTD to consolidate parking now supported at Mesilla Valley Hospital. The consultant shall therefore distinguish between the District's current facility limitations and the future operating capacity anticipated at Venus when developing paratransit recommendations, costs and implementation phases.

The District has also modernized its fleet and operating infrastructure through battery-electric and hybrid-electric bus deployment, charging infrastructure, and development of the Sunland Park Mobility and Energy Hub. Continued fleet and service growth makes it important for SCRTD to establish a durable ADA compliance and service-classification framework before additional operating commitments and future service expansions are implemented.

## 2.2 Project Purpose

The purpose of this procurement is to obtain an independent and legally defensible assessment of SCRTD’s responsibilities under the Americans with Disabilities Act (ADA), U.S. Department of Transportation regulations and applicable Federal Transit Administration (FTA) guidance. The study is intended to inform Board policy, service planning, future budgets and implementation decisions beginning in 2027 and beyond.

## 2.3 Decision Questions

1. Which existing SCRTD routes or identifiable segments meet the commuter bus definition in 49 CFR Section 37.3, and what evidence supports each determination?

2. For service not excepted under Section 37.121(c), what ADA service area, days/hours and service criteria apply?

3. Which areas are already adequately served by RoadRUNNER Transit, El Paso providers or others, and what coordinated model avoids duplication while meeting SCRTD's ADA obligations?

4. What actions, budget, staffing, technology, fleet, facilities and Board decisions are needed, including interim northern facilities and the planned Venus facility?

## Independence Requirement

SCRTD does not direct the consultant to reach a predetermined conclusion. The consultant shall distinguish regulatory requirements from professional recommendations and shall substantiate findings with current regulations, FTA guidance, operating data and documented field observations.

## 2.4 Regulatory Framework

At a minimum, the consultant shall analyze 49 CFR Part 37, including §§37.3, 37.121 and 37.131, FTA Circular 4710.1 and other applicable current FTA guidance. The consultant shall identify any later guidance, enforcement interpretations, complaint findings or regulatory changes that materially affect the conclusions.

The consultant shall not rely solely on route names, historical funding categories, rural or urbanized-area labels, or SCRTD’s preliminary descriptions. Functional operating characteristics shall control the classification analysis.

# Section 3 - Scope of Work

## Study limits and service nonduplication

This study applies only to SCRTD's nine existing fixed routes and their existing route segments. It shall not evaluate adding new fixed-route service. The consultant shall assure, through documented verification and coordination, that recommended additional SCRTD service will not duplicate services already in place through other providers. Areas already adequately served by other providers shall be excluded from proposed additional SCRTD-operated or SCRTD-contracted service, subject to the verification requirements in Task 3. All existing routes remain subject to the initial classification and ADA obligations analysis.

## Task 1 - Project Initiation and Existing Conditions

The consultant shall establish the factual record needed for the regulatory and implementation analysis. Work shall be proportionate to the decision questions and shall avoid duplicating information that SCRTD can provide directly.

- Conduct a kickoff meeting and confirm work plan, schedule, data needs and communication protocols.
- Review current route maps, timetables, stop inventories, service spans, frequency, weekend service, route modification history and available GTFS/GIS data.
- Review ridership, boarding/alighting, passenger activity, travel time, run time, on-time performance and other route-level data to the extent available.
- Inventory SCRTD operating and staging facilities and review ownership/control, parking capacity, operator staging, dispatch/reservation support, maintenance access, secure vehicle storage, electric-vehicle charging and other facility characteristics relevant to paratransit implementation. The review shall specifically address Anthony, Sunland Park, Hatch School District, Mesilla Valley Hospital and the planned Venus facility.
- Identify data gaps and establish reasonable assumptions or verification methods.
- Conduct representative field observations sufficient to validate route characteristics, with additional attention to mixed-character routes or segments.
- Inventory existing fixed-route and ADA complementary paratransit services provided by RoadRUNNER Transit, El Paso-area providers and other agencies within or adjoining the SCRTD fixed-route corridors. Verify service-area maps, eligibility, operating days/hours, fares, reservations, capacity and transfer arrangements directly with each provider; document sources and confirmation dates.

Task 1 Deliverable: Kickoff/Data Memorandum and concise Existing Conditions Summary incorporated into the project technical report.

## Task 2 - Regulatory and Route/Segment Classification

Task 2 is the principal regulatory analysis. The consultant shall apply current federal requirements to the actual operating characteristics of each SCRTD route and any segment for which different treatment may be warranted.

- Apply the 49 CFR §37.3 commuter bus definition and relevant FTA guidance on a route-by-route basis.
- Evaluate characteristics such as route structure, stop pattern, service directionality, peak-period orientation, trip length, travel markets, relationship to other transportation modes, passenger turnover, urban/local circulation and regional connectivity.
- Identify routes that clearly do or do not meet the commuter bus definition and explain the regulatory basis.
- Where a route contains materially different operating segments, determine whether segment-level treatment is legally and operationally supportable.
- Identify any routes for which the evidence is mixed or uncertain and state what additional information or FTA/NMDOT consultation is recommended.
- Prepare a concise classification matrix showing the evidence, regulatory analysis and conclusion for each route or segment.

### Required Standard of Support

Each classification conclusion shall cite the applicable regulation or FTA guidance and shall identify the operating facts supporting the conclusion. Generalized statements or classifications based only on SCRTD's historical description are not sufficient.

### Task 3 - ADA Applicability, Service Area and GIS Analysis

For service determined to be subject to complementary paratransit requirements, the consultant shall identify the applicable service obligations and create the GIS products needed for implementation and regulatory review.

The consultant shall distinguish the full ADA service area associated with SCRTD's existing fixed routes from the portions requiring additional SCRTD service after verified coverage by other providers is considered. A geographic overlap or the existence of another fixed route alone shall not establish adequate complementary paratransit coverage or eliminate an ADA obligation.

- Identify fixed-route service subject to 49 CFR §37.121 and document the basis for applicability.
- Map the complementary paratransit service area consistent with 49 CFR §37.131, including three-quarter-mile corridors and route-end caps where applicable.
- Identify corresponding days and hours of required service based on the fixed-route schedule.
- Identify any operationally relevant jurisdictional, interstate, geographic or route-segment conditions requiring further legal or FTA review.
- Provide editable GIS data, PDF maps and basic metadata sufficient for SCRTD to maintain the service-area mapping.
- Overlay SCRTD route corridors and required ADA service areas with other providers' verified fixed-route and complementary paratransit coverage. Produce separate GIS layers and a route/segment matrix identifying existing coverage, gaps, boundary connections and areas excluded from additional SCRTD service.
- Before excluding an area from additional SCRTD service, verify that ADA-eligible riders can actually use the existing service, that the applicable days/hours and service criteria are met, and that service continuity and responsibilities are documented. Coordinate written service commitments or agreements with the responsible provider, as needed, and identify any remaining unmet requirements. Seek NMDOT/FTA clarification through SCRTD where applicability is uncertain.
- Recommend no duplicative additional SCRTD service in verified coverage areas. Where an exclusion cannot be substantiated, identify the unresolved gap and the coordination or service action needed to meet ADA requirements. Do not treat an unverified overlap as an exemption from SCRTD's responsibilities.

GIS shall support the compliance analysis; SCRTD is not seeking a separate comprehensive demographic or long-range land-use study. Demographic and major-destination layers may be used when they materially support demand estimation or implementation planning.

### Task 4 - Demand, Cost and Service Delivery Alternatives

The consultant shall translate the regulatory findings into practical implementation requirements. Forecasting shall focus on decision-useful near-and medium-term estimates rather than speculative long-range forecasts.

- Estimate initial and five-year demand using accepted industry methods and transparent assumptions. Separate demand already met through verified existing providers from unmet demand requiring additional

SCRTD service; use the Task 3 coverage and gap findings to avoid double counting.

- Estimate vehicle requirements, revenue hours/miles, staffing, reservations/dispatch, eligibility administration, maintenance, insurance, technology, training and oversight requirements.
- Prepare startup and annual operating cost estimates and a five-year financial projection.
- Compare direct SCRTD operation, contracted operation, hybrid delivery, phased implementation and coordinated or joint service with existing providers. Evaluate advantages, risks, staffing, flexibility, agreements and cost; exclude duplicative service in verified coverage areas and identify responsibility for each unmet service need.

- Identify reasonable funding sources or grant strategies that may support implementation, while distinguishing one-time capital assistance from recurring operating requirements.
- Evaluate whether existing facilities can support the initial and five-year paratransit demand identified in this study, including parking, vehicle staging, operator report space, dispatch/reservation functions, cleaning/light maintenance, secure storage and electric-vehicle charging.
- Identify the northern facility shortfall that exists before Venus becomes operational and recommend practical interim options, which may include use or expansion of existing partner space, leased space, contracted-provider facilities, mobile/remote operating arrangements or other feasible approaches. Estimate the associated startup/operating costs and lead times.
- Evaluate the planned Venus Transportation and Maintenance Facility as a 2028 implementation milestone, including its ability to support paratransit vehicle staging, maintenance and EV charging and to consolidate parking currently supported at Mesilla Valley Hospital.
- In coordination with affected transit providers, identify adjustments to existing SCRTD routes or segments that may improve accessibility, operating efficiency or compliance without compromising regional mobility. Do not evaluate new fixed-route service or recommend duplication of services already adequately provided by others.

### Task 5 - Targeted Agency and Stakeholder Coordination

The core study shall use targeted engagement focused on factual verification, accessibility needs and implementation feasibility. It is not intended to duplicate the public participation process that may be required for a formal ADA complementary paratransit plan.

- Conduct working sessions with SCRTD management, operations, maintenance, finance/grants and procurement staff as appropriate.
- Coordinate with NMDOT and, when authorized by SCRTD, seek technical clarification from FTA or other agencies on issues material to the classification analysis.
- Conduct targeted engagement with disability-serving organizations and/or individuals with disabilities to identify implementation considerations and barriers.
- Coordinate directly with RoadRUNNER Transit, relevant El Paso-area transit and paratransit providers, other affected transit agencies, the Mesilla Valley MPO and El Paso MPO. Verify existing services and overlapping or contiguous service areas, assess coordinated or joint complementary paratransit arrangements, and document provider input, responsibilities, unresolved issues and proposed agreements.
- Present preliminary findings to SCRTD before final recommendations are developed.

### Task 6 - Final Report, Implementation Roadmap and Board Presentation

The consultant shall integrate the work into a concise, decision-oriented final report. Technical detail may be placed in appendices so that the principal report is usable by the SCRTD Board, NMDOT and implementation staff.

- Executive summary suitable for Board and external agency review.
- Final route/segment classification matrix with regulatory basis.
- ADA applicability findings, final GIS maps and a provider coverage/gap matrix showing the full required service area, existing provider coverage, verified exclusions from additional SCRTD service and remaining unmet needs.
- Demand, startup cost, annual operating cost and five-year financial forecast.
- Recommended coordinated service-delivery model and implementation sequence, including provider responsibilities, required agreements and a written consultant assurance that recommended additional SCRTD service does not duplicate verified existing services and that remaining ADA requirements are addressed.
- Facility capacity and phasing plan identifying current southern and northern operating constraints, interim facility actions required before Venus, and the transition to Venus for northern paratransit parking, maintenance and charging.
- Risk register identifying regulatory, operational, financial and schedule risks.

- Implementation roadmap identifying actions, responsible parties, dependencies, target dates and required Board decisions.
- Final Board presentation and electronic delivery of editable source files.

## Optional Task 7 - ADA Plan Development and Implementation Support

SCRTD may authorize this optional task after reviewing Tasks 2-5. Optional work may include preparation or amendment of an ADA complementary paratransit plan, public participation required for that plan, assistance with eligibility/service policies, procurement support, operating procedures, implementation checklists or additional FTA/NMDOT coordination and coordination with other transit agencies and MPOs. Optional work remains limited to ADA obligations associated with existing SCRTD fixed routes and shall follow the verified service exclusions and nonduplication requirements of Tasks 3-5. The consultant shall price Optional Task 7 separately. No optional work shall proceed without written authorization from SCRTD.

# Section 4 - Deliverables and Project Schedule

## 4.1 Required Deliverables

| Milestone | Required Product | Target |
|---|---|---|
| 1 | Kickoff/Data Memorandum + confirmed work schedule | Within 15 days of NTP |
| 2 | Draft Route/Segment Regulatory Classification Matrix + technical findings memorandum | End of Month 2 |
| 3 | ADA applicability/service-area maps + editable GIS package | End of Month 3 |
| 4 | Demand, cost, service-delivery and facility-capacity alternatives memorandum | End of Month 4 |
| 5 | Preliminary Findings Briefing + targeted engagement summary | Month 5 |
| 6 | Draft Final Report + Executive Summary + Implementation Roadmap | Early Month 6 |
| 7 | Final Report + Board Presentation + editable source files | End of Month 6 |
| Optional | ADA plan / implementation support products authorized by SCRTD | As authorized; within contract term or amendment |

## 4.2 Review and Acceptance

- SCRTD will generally provide consolidated comments on major draft deliverables within fourteen (14) calendar days.
- The consultant shall maintain consistency across the classification matrix, GIS, cost model and final recommendations.
- Final deliverables are accepted only after SCRTD comments are addressed and required files are received.
- All final narrative documents shall be provided in PDF and editable Microsoft Office format. GIS/data models shall be provided in commonly usable editable formats with reasonable documentation.

## 4.3 Six-Month Work Program

The anticipated sequence is: Month 1 - kickoff/data and facility review; Month 2 - route/segment classification; Month 3 - ADA applicability and GIS; Month 4 - demand, cost, service-delivery and facility-capacity alternatives; Month 5 - targeted engagement and preliminary findings; and Month 6 - draft/final report, implementation roadmap and Board presentation.

# Section 5 - Budget and Cost Proposal Requirements

## 5.1 Available Budget

### Maximum Available Budget: $150,000

SCRTD has established a maximum available project budget of $150,000, inclusive of labor, project management, travel, meetings, software, materials, overhead, profit, reimbursable expenses and any authorized Optional Task 7 services. SCRTD is not prescribing a task-by-task allocation and expects proposers to allocate resources based on their proposed methodology and level of effort.

A proposal that exceeds the $150,000 maximum may be deemed nonresponsive unless SCRTD modifies the budget through written addendum. SCRTD may negotiate the final scope and price with the highest-ranked proposer consistent with applicable procurement requirements.

## 5.2 Cost Proposal

- Firm fixed price for each core task and the total core scope.
- Separate firm fixed price for Optional Task 7.
- Labor categories, hourly rates and estimated hours by task.
- Identification of subconsultant costs and direct expenses, if any.
- All travel and ordinary reimbursable expenses included in the proposed price unless clearly identified.
- Total proposed contract amount, including Optional Task 7, not to exceed $150,000.

SCRTD will retain its Independent Cost Estimate and cost analysis in the procurement file. The detailed SCRTD estimate will not be used as a required allocation for proposers.

# Section 6 - Consultant Qualifications

## 6.1 Minimum Firm Qualifications

- At least five years of relevant experience in transit planning, operations, ADA compliance or closely related professional consulting services.
- Successful completion of at least two comparable transit/ADA/service-classification projects within the last ten years.
- Demonstrated knowledge of 49 CFR Part 37, FTA ADA guidance and public-transit operating practices.
- Demonstrated ability to complete a multi-disciplinary project within a six-month schedule.

## 6.2 Key Personnel

The proposed Project Manager shall have at least five years of relevant project management experience and shall remain the primary SCRTD contact. The team shall collectively demonstrate capability in the following areas:

- ADA/FTA regulatory analysis
- Fixed-route operations and service planning
- GIS/service-area analysis
- Paratransit demand and operating cost modeling
- Public-sector financial/implementation analysis
- Stakeholder facilitation and Board communication

SCRTD does not require every discipline to be provided by a separate individual. Proposers should use a right-sized team and identify the specific role of each prime and subconsultant staff member.

## 6.3 References and Conflicts

Provide three client references for comparable work completed within the last ten years. Proposers shall disclose actual or potential conflicts of interest and identify all proposed subconsultants.

# Section 7 - Proposal Submission Requirements

## 7.1 Technical Proposal Format

### Technical Proposal Page Limit

The technical proposal is limited to 25 single-sided pages, excluding cover, table of contents, resumes, required certifications and forms. Resumes should not exceed two pages per key person. Marketing brochures and unrelated project sheets are discouraged.

| Section | Required Content |
|---|---|
| 1. Cover Letter | Firm name, address, primary contact, authorized signature and 120-day proposal validity. |
| 2. Project Understanding | Concise statement of SCRTD's decision needs and material project risks. |
| 3. Technical Approach | Methodology for route/segment classification, ADA applicability, field verification, GIS, demand/cost modeling and implementation recommendations. |
| 4. Work Plan & Schedule | Task sequence, staffing, hours/level of effort and ability to complete within six months. |
| 5. Project Team | Project Manager, key personnel, subconsultants, roles and availability. |
| 6. Relevant Experience | Up to five most relevant projects; emphasize ADA/service classification and comparable transit systems. |
| 7. References | Three references with agency, contact, email/phone and project description. |
| 8. Required Forms | Conflict disclosure, debarment, lobbying, federal tax/recent felony certification, DBE form and acknowledgment of addenda. |

## 7.2 Separate Cost Proposal

The Cost Proposal shall use Exhibit A and be submitted as a separate PDF for email submission or in a separately sealed envelope for in-person submission, as specified in Section 1.1. The Cost Proposal shall not be included in the Technical Proposal.

## 7.3 Proposal Validity and Modifications

Proposals shall remain valid for 120 calendar days after the proposal due date. A proposer may withdraw or modify its proposal before the submission deadline in accordance with SCRTD instructions. After the deadline, proposals may be modified only as permitted by applicable procurement rules.

# Section 8 - Evaluation and Award

## 8.1 Evaluation Process

1. Administrative review for responsiveness and required forms.
2. Independent technical scoring by an SCRTD evaluation committee.
3. Optional written clarifications and/or interviews with the highest-ranked proposers.
4. Final ranking and cost/value review.
5. Negotiation with the highest-ranked responsive and responsible proposer.
6. Award recommendation and contract execution in accordance with SCRTD requirements.

## 8.2 Evaluation Criteria

| Criterion | Points | Evaluation Focus |
|---|---|---|
| Technical Approach & Regulatory Methodology | 35 | Understanding of 49 CFR Part 37; route/segment classification method; field verification; defensibility and clarity. |
| Qualifications & Past Performance | 25 | Comparable ADA/transit work; Project Manager and team; references; FTA-funded experience. |
| Implementation, Demand & Financial Approach | 20 | Practical service-delivery analysis; cost modeling; ability to translate findings into implementable actions. |
| Project Management & Six-Month Schedule | 10 | Staffing availability, work plan, milestone control, quality assurance and communication. |
| Cost & Overall Value | 10 | Reasonableness of price, level of effort, task allocation and value to SCRTD. |
| TOTAL | 100 | |

SCRTD may use interviews to clarify proposals. If interviews are conducted, SCRTD will advise shortlisted proposers whether and how interview results will be incorporated into final scoring.

## 8.3 Cost Evaluation

Cost will be evaluated for reasonableness and overall value, not solely on the lowest price. SCRTD may conduct a cost or price analysis and negotiate task allocations and level of effort with the highest-ranked proposer.

# Section 9 - Contract Administration and Insurance

## 9.1 Contract Form and Payment

- The selected consultant will execute a written professional services agreement incorporating this RFP, issued addenda, the accepted proposal, negotiated scope and price, and Appendix 3. Negotiated terms shall not materially alter the advertised procurement requirements.

legal/procurement review.

- Compensation will be based on the negotiated firm fixed price / not-to-exceed amount and accepted deliverables.
- Invoices shall identify task, progress, amount billed and remaining contract balance. SCRTD may require supporting detail for subconsultant or direct expenses.
- Optional Task 7 may proceed only upon written authorization by SCRTD.

## 9.2 Ownership and Records

Upon payment, final work products developed specifically for this project shall become SCRTD property, subject to pre-existing proprietary tools identified in the proposal. The consultant shall provide editable source files necessary for SCRTD to use and maintain the work products. Federal access, audit and record-retention requirements shall apply as required by the funding source and resulting contract. If federally funded, the Federal Government retains the royalty-free, nonexclusive and irrevocable rights in federally supported work products and data provided by 2 CFR § 200.315 and the applicable award. The consultant shall obtain any permissions needed for SCRTD and the Federal Government to exercise these rights.

## 9.3 Insurance

| Coverage | Minimum |
|---|---|
| Commercial General Liability | $1,000,000 each occurrence / $2,000,000 aggregate |
| Automobile Liability | $1,000,000 combined single limit when automobiles are used |
| Workers’ Compensation | Statutory New Mexico coverage; employer’s liability $500,000 limits |
| Professional Liability / E&O | $1,000,000 per claim / $2,000,000 aggregate |
| Cyber Liability | Recommended when consultant stores PII or sensitive SCRTD data; $1,000,000 suggested |

Certificates of Insurance will be required before contract execution. SCRTD, its Board, officers, employees and agents shall be included as additional insureds where appropriate for general and automobile liability. The required coverages shall be maintained throughout contract performance.

# Section 10 - Federal and State Requirements

## 10.1 General Compliance

SCRTD may fund this contract with local, state and/or federal funds, including FTA assistance if available and eligible. This solicitation does not commit federal assistance or represent an FTA award. The successful proposer shall comply with applicable federal, state and local requirements, New Mexico procurement requirements and SCRTD procurement policies. The federal provisions in Appendix 3 are included so they will govern to the extent FTA funds are used; obligations expressly stated as SCRTD contract requirements apply independently of the funding source.

Appendix 3 is incorporated into this solicitation and any resulting agreement. Federal applicability depends on the final funding source, award terms, contract value and scope. If FTA funds are designated, the version of the FTA Master Agreement incorporated into that award and all controlling federal requirements shall apply. SCRTD will issue any required award-specific funding disclosure and material solicitation change in writing, with sufficient time for proposers to respond. No change may waive an applicable federal requirement.

## 10.2 Anticipated Applicable Federal Provisions

Appendix 3 contains the federal provisions incorporated into this solicitation and the resulting agreement, subject to their stated applicability and funding conditions. These include:

- 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.
- Byrd Anti-Lobbying Amendment and lobbying certification.
- Termination for convenience and default.
- Remedies for breach of contract, when applicable by threshold, plus SCRTD contractual remedies.
- 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.
- Clean Air Act and Clean Water Act requirements if the executed contract or subsequent modification exceeds the applicable federal threshold.
- Flow-down of federal requirements, including C-23 Trafficking in Persons, to applicable lower tiers.

Construction, rolling-stock and manufactured-product provisions such as Davis-Bacon, Copeland Anti-Kickback, Buy America for rolling stock/tangible property, bus testing, pre-award/post-delivery purchaser certifications, bonding, Cargo Preference, and similar specialized requirements are not anticipated for this professional-services procurement unless the final scope or method of performance changes. Appendix 3 identifies the conditional provisions included for completeness.

## 10.3 DBE

No contract-specific DBE participation goal is established for this procurement. Proposers shall not discriminate in contract performance and shall comply with applicable 49 CFR Part 26 requirements. Identify proposed DBE participation in Exhibit C and provide the bidders list information in Exhibit I. The prompt payment and applicable retainage requirements in Appendix 3 apply to DBE and non-DBE subcontractors.

## 10.4 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, 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, software, materials, equipment, overhead, profit, administration and other costs necessary to complete the proposed work unless specifically identified.

| Task | Firm Fixed Price |
|---|---|
| Task 1 - Project Initiation and Existing Conditions | $_____ |
| Task 2 - Regulatory and Route/Segment Classification | $_____ |
| Task 3 - ADA Applicability, Service Area and GIS Analysis | $_____ |
| Task 4 - Demand, Cost and Service Delivery Alternatives | $_____ |
| Task 5 - Targeted Agency and Stakeholder Coordination | $_____ |
| Task 6 - Final Report, Implementation Roadmap and Board Presentation | $_____ |
| CORE SCOPE TOTAL | $_____ |
| Optional Task 7 - ADA Plan Development / Implementation Support | $_____ |
| TOTAL PROPOSED CONTRACT AMOUNT (must not exceed $150,000) | $_____ |

## Labor Rates and Estimated Hours

| Labor Category | Hourly Rate | Estimated Hours |
|---|---|---|
| Project Manager | $_____ | _____ |
| Senior Transit Planner | $_____ | _____ |
| ADA/Regulatory Specialist | $_____ | _____ |
| GIS Analyst | $_____ | _____ |
| Financial/Paratransit Analyst | $_____ | _____ |
| Other: _____ | $_____ | _____ |

Cost assumptions / direct expenses (if any):
_____ By signature, the proposer certifies that the proposed price has been independently developed, includes all costs necessary to perform the 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 Certification Regarding Lobbying

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

49 CFR Part 20, Appendix A. Required for this procurement because the anticipated contract exceeds $100,000. Complete and sign this form; submit Exhibit F when disclosure is required.

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Firm: _____ UEI: _____

Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

## B-2. 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-3. 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-4. 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: _____

# Exhibit C - DBE Utilization Form

No contract-specific DBE participation goal is established. Identify proposed DBE subcontractors, if any, and comply with applicable 49 CFR Part 26 requirements. Do not claim certification that has lapsed, been removed or is otherwise ineligible under current requirements.

☐ Proposer intends to use certified DBE firms. ☐ No DBE participation is proposed.

| DBE Firm | Certification Agency / Number | Work Description | Estimated $ | Estimated % |
|---|---|---|---|---|
| | | | $_____ | _____% |
| | | | $_____ | _____% |
| | | | $_____ | _____% |

Describe proposed subcontracting and outreach, if applicable:

_____

_____

Firm: _____

Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

## Exhibit D - Proposal Checklist

☐ Technical Proposal within 25-page limit

☐ Signed cover letter and 120-day proposal validity

☐ Project understanding and technical/regulatory approach

☐ Work plan and six-month schedule

☐ Project team resumes and subconsultants

☐ Relevant experience and three references

☐ Separate Cost Proposal, Exhibit A

☐ Lobbying Certification, Exhibit B-1

☐ Debarment Certification, Exhibit B-2

☐ Conflict of Interest Disclosure, Exhibit B-3

☐ Federal Tax Liability / Recent Felony Certification, Exhibit B-4

☐ DBE Utilization Form, Exhibit C

☐ Federal Certifications Submission Checklist, Exhibit E

☐ SF-LLL, Exhibit F, if reportable lobbying requires disclosure

☐ Prohibited Telecommunications Certification, Exhibit G

☐ Federal Clauses and Flow-Down Acknowledgment, Exhibit H

☐ Bidders List Information, Exhibit I

☐ Addenda Acknowledgment, Exhibit J

☐ Statement of ability to meet insurance requirements

Firm: _____

Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

# Exhibit E - Federal Certifications Submission Checklist

Place this completed checklist at the front of the federal certifications package. Submit the required forms for this solicitation, which is structured to permit FTA assistance if available and eligible. SF-LLL is required only when reportable lobbying requires disclosure.

| Certification / Form | Required with Proposal | Included |
|---|---|---|
| Lobbying Certification (B-1) | Yes; anticipated contract exceeds $100,000 | ☐ Yes ☐ No |
| Debarment / Suspension (B-2) | Yes | ☐ Yes ☐ No |
| Conflict Disclosure (B-3) | Yes | ☐ Yes ☐ No |
| Federal Tax / Felony Certification (B-4) | Yes | ☐ Yes ☐ No |
| DBE Utilization Form (C) | Yes; indicate if none proposed | ☐ Yes ☐ No |
| SF-LLL (F) | Only if disclosure is required | ☐ Included ☐ N/A |
| Telecommunications Certification (G) | Yes | ☐ Yes ☐ No |
| Federal Clauses Acknowledgment (H) | Yes | ☐ Yes ☐ No |
| Bidders List Information (I) | Yes; prime and DBE/non-DBE firms bidding or quoting on subcontracts | ☐ Yes ☐ No |
| Addenda Acknowledgment (J) | Yes; indicate if no addenda | ☐ Yes ☐ No |

The undersigned certifies that this checklist is accurate and all applicable required forms are included.

Firm: _____

Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

# Exhibit F - Disclosure of Lobbying Activities SF-LLL

Complete this form only when disclosure is required by 31 U.S.C. § 1352 and 49 CFR Part 20. This local reproduction contains the SF-LLL disclosure fields. The current official SF-LLL may be submitted instead. Do not submit a lobbying disclosure solely because federal funding is possible.

OMB Number 4040-0013 | Expiration June 30, 2028 | Standard Form LLL Rev. 7-97

| Field | Response |
|---|---|
| 1. Type of Federal Action | ☐ Contract ☐ Grant ☐ Cooperative Agreement<br>☐ Loan ☐ Loan Guarantee ☐ Loan Insurance |
| 2. Status of Federal Action | ☐ Bid / Offer / Application ☐ Initial Award ☐ Post-Award |
| 3. Report Type | ☐ Initial Filing ☐ Material Change<br>If material change: Year _____ Quarter _____<br>Date of last report _____ |
| 4. Reporting Entity | ☐ Prime ☐ Subawardee Tier, if known _____<br>Name _____<br>Address _____<br>City _____ State ____ ZIP _____<br>Congressional District, if known _____ |
| 5. Prime Entity if Reporting Entity is a Subawardee | Name _____<br>Address _____<br>City _____ State ____ ZIP _____<br>Congressional District, if known _____ |
| 6. Federal Department / Agency | _____<br>_____ |
| 7. Federal Program Name / Description | _____<br>Assistance Listing Number, if applicable _____ |
| 8. Federal Action Number if known | _____ |
| 9. Award Amount if known | $_____ |
| 10a. Lobbying Registrant | Name _____<br>Address _____<br>City _____ State ____ ZIP _____ |
| 10b. Individuals Performing Services | Name _____<br>Address, if different from 10a _____<br>_____ |

## 11 Disclosure Statement and Signature

Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Telephone: _____

Federal Use Only: _____

## SF-LLL Completion Instructions

File at the initiation or receipt of a covered federal action or when a material change requires an updated filing. Complete all applicable fields. The reporting entity is the organization making the disclosure, whether a prime recipient or a subawardee.

1. Identify the covered federal action being influenced. 2. Identify its status. 3. Identify an initial filing or material change; for a change, supply the year, quarter and date of the last report.

4. Enter the reporting entity's full name and address, prime/subawardee status, tier if known and congressional district if known. 5. If a subawardee is reporting, identify the prime federal recipient and its address and congressional district if known.

6. Identify the federal department and agency making the award or commitment, including the organizational level if known. 7. Enter the federal program name/description and Assistance Listing Number if applicable.

8. Enter the federal identifying number available for the action, such as the solicitation, grant, contract, application or award number, including its prefix. 9. For an award or loan commitment, enter the federal amount for the prime entity identified in item 4 or 5, if known.

10a. Identify the lobbying registrant engaged to influence the covered action and its full address. For an individual, give last name, first name and middle initial. 10b. Identify the individuals performing the services and their addresses if different from 10a; attach additional sheets if needed.

11. An authorized official shall sign and date the disclosure and provide printed name, title and telephone number. For a paper procurement submission, sign the local reproduction or official form directly. Do not use an automatic Grants.gov submission notation as a substitute for the signed procurement disclosure.

Official form and complete federal electronic-field instructions: https://www.grants.gov/forms/form-items-description/fid/670

## Exhibit G - Prohibited Telecommunications and Video-Surveillance Equipment or Services Certification

The proposer certifies that it will comply with 2 CFR § 200.216 and Appendix II to 2 CFR Part 200 and will not use federal funds under this contract to procure, obtain, extend, renew, or enter into a contract to procure or obtain covered telecommunications equipment or services as a substantial or essential component of a system or as critical technology, except as permitted by federal law.

The proposer shall immediately disclose to SCRTD any actual or suspected use of covered equipment or services and shall include this requirement in applicable subcontracts and purchase orders.

Firm: _____

Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

UEI: _____ SAM.gov Expiration: _____

Telephone / Email: _____

## Exhibit H - Federal Contract Clauses and Flow-Down Acknowledgment

The proposer acknowledges and agrees that, if selected, it will be bound by all applicable federal clauses and funding conditions included in this RFP, its addenda, the negotiated professional services agreement, the applicable FTA Master Agreement, and the federal award. The proposer further agrees to:

- Comply with federal requirements as they may be amended during the contract term.
- Include each required clause, certification, and notice in applicable subcontracts and lower-tier agreements.
- Provide SCRTD, FTA, U.S. DOT, the Comptroller General, NMDOT when applicable, and authorized auditors access to records and personnel.
- Promptly report suspected fraud, waste, abuse, false claims, conflicts of interest, debarment, or other misconduct affecting the contract or federal award.
- Cooperate with all federal, state, NMDOT, and SCRTD compliance reviews, audits, corrective actions, and investigations.
- Accept that the Federal Government is not a party to the contract and has no obligation or liability to the consultant or any subcontractor.

This acknowledgment includes Appendix 3, C-23 Trafficking in Persons, C-24 Rights in Data and Work Products, and their applicable lower-tier requirements.

Firm: _____

Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

UEI: _____ SAM.gov Expiration: _____

Telephone / Email: _____

## Exhibit I - Bidders List Information Form

Complete a separate copy for the prime proposer and each DBE or non-DBE firm that bids or quotes on a subcontract, including firms not selected. Identify firms with which the proposer negotiated. Provide supplemental copies as needed. This information supports applicable 49 CFR § 26.11 reporting and is not a contract-specific DBE participation goal.

| Information | Response |
|---|---|
| Firm Role | ☐ Prime Proposer ☐ Subcontractor / Quoting Firm |
| Firm Name | |
| Firm Address including ZIP Code | |
| Firm Contact / Email / Telephone | |
| DBE Status | ☐ DBE ☐ Non-DBE |
| NAICS Code for Scope of Work | |
| Scope of Work Bid / Quoted / Negotiated | |
| Age of Firm | _____ years |
| Annual Gross Receipts Bracket | ☐ < $1M ☐ $1M-$3M ☐ $3M-$6M<br>☐ $6M-$10M ☐ > $10M |
| Selection Status | ☐ Proposed for award ☐ Not selected ☐ Pending |

Firm: _____

Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

## Exhibit J - Addenda Acknowledgment

The proposer acknowledges receipt and consideration of all written addenda issued for RFP No. 2026-1111. The proposer is responsible for checking SCRTD's official solicitation posting and incorporating all addenda into its proposal.

☐ No addenda were issued. ☐ Addenda listed below are acknowledged.

| Addendum Number | Date Issued |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Firm: _____

Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

# Appendix 1 - SCRTD Route Profile and Data Framework

The following route descriptions are preliminary and are provided only to orient proposers. They do not predetermine any regulatory classification. The selected consultant shall verify current schedules, stops, service characteristics and operating data at project initiation.

| Route | Primary Corridor | Preliminary Operating Context |
|---|---|---|
| Yellow | Sunland Park - Downtown El Paso | Daily interstate regional service with urban/local operating characteristics and multiple trips throughout the day. |
| Silver | Sunland Park / Santa Teresa - Westside El Paso | Daily interstate service linking Sunland Park/Santa Teresa with West El Paso; urbanized and regional connectivity. |
| Purple | Anthony - Sunland Park | Mixed regional/local corridor; source package notes approximately 90-minute frequency and intermediate stop activity with AM/PM service frequency. |
| Red | Las Cruces - Anthony | Major north-south corridor; source package notes twelve weekday round trips, Saturday service, commuter activity and multiple intermediate stops. |
| Copper | Mesilla - NMSU - MVITT | Local urban circulator serving education, government and commercial destinations with frequent stops. |
| Turquoise | Anthony / Chaparral - Northeast El Paso | Longer-distance interstate regional service; source package notes limited stops and approximately hourly frequency. |
| Magenta | East Mesa - MVITT | Mixed local/regional Las Cruces service; source package notes limited stops and approximately two-hour frequency with AM/PM service frequency |
| Green | Hatch corridor - Las Cruces | Rural/regional corridor with longer travel distances, limited-stop characteristics and approximately two-hour frequency in source package AM/PM service frequency. |
| Blue | Sierra County / Elephant Butte / Truth or Consequences | Rural and longer-distance service connecting Sierra County communities and regional destinations with AM/PM service frequency. |

## SCRTD Data to Be Provided, to the Extent Available

- Current route maps, stop lists, timetables and service calendars.
- GTFS, GIS and urbanized-area boundary data used by SCRTD.
- Route-level ridership, boardings/alightings, fare/transfer information where available and recent

NTD/operating statistics.

- Vehicle assignments, run times, service hours/miles and relevant performance data.
- Route change history and planning documents relevant to current service characteristics.
- Existing ADA policies, complaints/requests, prior reviews and related FTA/NMDOT correspondence available to SCRTD.
- Fleet, facility, dispatch/reservation, eligibility and technology information needed for implementation costing.

## Appendix 2 - Regulatory and Procurement References

The following references establish the intended regulatory and procurement framework. The selected consultant remains responsible for identifying current requirements and any later amendments applicable to its professional analysis.

- 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA): https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/part-37-transportation-services-individuals-disabilities
- FTA Circular 4710.1 - Americans with Disabilities Act Guidance: https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Final_FTA_ADA_Circular_C_4710.1.pdf
- FTA Third Party Contract Provisions Matrix (March 2026): https://www.transit.dot.gov/funding/procurement/third-party-procurement/third-party-contract-provisions-matrix
- FTA Circular 4220.1G - Third Party Contracting Guidance (January 16, 2025): https://www.transit.dot.gov/regulations-and-programs/fta-circulars/circulars
- FTA Best Practices Procurement & Lessons Learned Manual (2026): https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual
- FTA Master Agreement - current version applicable to the federal award: https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement

# Appendix 3 - Federal Contract Provisions

## Purpose and Applicability

This Appendix is incorporated into this RFP and any resulting professional services agreement. It supplies the federal provisions applicable to the current consulting scope if FTA assistance is used, together with SCRTD requirements expressly stated in individual clauses. Applicability is governed by the federal award, the FTA Master Agreement incorporated into that award, contract value, subject matter and controlling law. Conditional provisions apply when their stated condition is met. Inclusion of these clauses does not establish an FTA funding commitment.

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 |
|---|---|
| Potential federal awarding agency | Federal Transit Administration (FTA), U.S. Department of Transportation, if FTA assistance is used |
| Potential pass-through entity | New Mexico Department of Transportation (NMDOT), if funding is administered through NMDOT |
| Assistance Listing and federal award identification | No specific federal award is identified for this solicitation. If federal funds are designated, SCRTD will identify the applicable program and award by written addendum or funding notice as required. |
| Federal assistance amount | Federal funding for this procurement is contingent on eligibility, availability and an applicable award. The amount, if any, will be identified in the required funding notice. |
| Maximum RFP contract budget | $150,000, including optional services |

## 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 | Included |
| DBE and prompt payment | 49 CFR §§ 26.13 and 26.29; MA(34) § 12 | Included |
| Federal tax liability / recent felony convictions | MA(34) § 4(g); DOT requirements | Included; Exhibit B-4 |

| Provision | Primary Authority | Status for this RFP |
|---|---|---|
| Suspension and debarment | 2 CFR Parts 180 and 1200; 2 CFR Part 200 Appendix II(H) | Included |
| Lobbying | 31 U.S.C. § 1352; 2 CFR Part 200 Appendix II(I) | Included; >$100,000 |
| Termination | 2 CFR Part 200 Appendix II(B) | Included; >$10,000 |
| Remedies for breach | 2 CFR Part 200 Appendix II(A) | Conditional federal threshold; SCRTD contract remedies also apply |
| 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) | Included; >$100,000 |
| 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) | Included when designated items are acquired |
| Energy conservation | 42 U.S.C. § 6321 et seq.; applicable state energy plan | Included |
| Clean Air / Clean Water | 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387; Appendix II(G) | Conditional if contract exceeds $150,000 or otherwise becomes applicable |
| Trafficking in Persons | 22 U.S.C. § 7104(g); 2 CFR Part 175; MA(34) § 4(f) | Included; C-23 |
| Rights in data and work products | 2 CFR § 200.315; applicable FTA award terms | Included; Section 9.2 and C-24 |

## 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. The Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812, and U.S. DOT regulations at 49 CFR Part 31 also apply to the extent provided by law.

## 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. Records shall be retained for at least three years after SCRTD submits the final financial report for the applicable federal award, or for any longer period required by the award or law. Records subject to an unresolved audit, claim, litigation or investigation shall be retained until final resolution and expiration of the required retention period.

## 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 applicable federal civil rights and nondiscrimination requirements, including Title VI of the Civil Rights Act of 1964, 49 U.S.C. § 5332, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and applicable U.S. DOT and FTA regulations including 49 CFR Parts 21, 27, and 37. The Contractor shall not exclude from participation in, deny the benefits of, or otherwise discriminate against any person in the performance of this contract on a basis prohibited by federal law. The Contractor shall comply with applicable equal employment opportunity requirements and shall flow down applicable civil rights requirements to lower-tier agreements.

## C-6. Disadvantaged Business Enterprise and Prompt Payment

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure to carry out these requirements is a material breach of contract that may result in termination or another lawful remedy, including withholding progress payments, sanctions, liquidated damages when authorized, or disqualification from future bidding as nonresponsible. Include the required assurance in each applicable subcontract.

The Contractor shall pay every subcontractor for satisfactory performance no later than 30 days after receiving payment from SCRTD, or sooner if applicable law or the agreement requires. SCRTD will not withhold retainage from the prime contractor under this consulting contract. Any retainage the prime contractor withholds from a subcontractor shall be returned within 30 days after the subcontractor satisfactorily completes its work, consistent with 49 CFR § 26.29. These requirements apply to DBE and non-DBE subcontractors. Comply with accepted DBE commitments and obtain written approval for changes where required.

## 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. Byrd Anti-Lobbying Amendment

Because the anticipated contract value exceeds $100,000, the Contractor shall comply with 31 U.S.C. § 1352 and applicable implementing requirements. The Contractor certifies that no federal appropriated funds have been or will be paid to any person for influencing or attempting to influence a federal officer or employee, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award or modification of this contract. If non-federal funds are used for lobbying activities requiring disclosure, the Contractor shall submit Standard Form LLL. Applicable requirements shall be flowed down to covered lower-tier agreements.

## C-10. Termination for Convenience and Default

SCRTD may terminate all or part of the contract for convenience by giving the Contractor at least fifteen (15) calendar days' written notice stating the effective date and affected work. The Contractor shall stop the affected work, protect completed work and records, and submit its final accounting. Settlement is limited to accepted work properly performed through the effective date and reasonable, documented closeout costs that SCRTD authorizes and applicable law allows, less prior payments and amounts owed to SCRTD. No anticipated profit on unperformed work is payable. SCRTD may terminate for default for material breach, failure to perform or failure to make satisfactory progress after written notice describing the default and allowing ten (10) calendar days to cure, unless a different period is required by law or immediate action is legally authorized. If the default is not cured, SCRTD may terminate by written notice and pursue lawful remedies, including recovery of allowable excess completion costs. If a default determination is later found unwarranted, the termination shall be treated as one for convenience. These provisions shall be included in the executed agreement.

## C-11. Remedies for Breach of Contract

If federal requirements for remedies under 2 CFR Part 200 Appendix II(A) become applicable by contract value, amendment, or other circumstance, the contract shall provide appropriate administrative, contractual, or legal remedies for violations or breach and shall specify appropriate sanctions and penalties. Independently of that federal threshold, SCRTD retains all remedies provided in the Professional Services Agreement, New Mexico law, and applicable procurement requirements, including withholding of payment, corrective action, termination, damages where authorized, and other lawful relief.

## C-12. 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-13. 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-14. 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-15. 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 this contract. For FTA-funded work, the Contractor shall promptly notify the U.S. DOT Office of Inspector General and FTA Chief Counsel or the appropriate FTA Regional Counsel, with notice to SCRTD and NMDOT when applicable, of information alleging a violation affecting the federal award as required by the applicable Master Agreement. The Contractor shall cooperate with investigations and preserve relevant records. Nothing in this clause limits an independent legal reporting duty or permits prohibited retaliation.

## C-16. 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-17. Special Notification Requirements for State-Administered Federal Assistance

If this procurement receives FTA assistance through a State-administered award and the special notification requirements apply, SCRTD will identify FTA as the federal funding agency, the applicable Assistance Listing/program and the federal assistance amount in the required solicitation, addendum and contract notices. Any specific program, award number and federal amount will be identified when that funding is designated, before award or at the earlier point required by the governing award and law. This solicitation does not represent that federal assistance has already been committed.

## C-18. 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-19. 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-20. 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-21. Clean Air Act and Clean Water Act - Conditional

The March 2026 FTA Third Party Contract Provisions Matrix identifies Clean Air Act and Clean Water Act clauses for contracts exceeding $150,000. The current maximum available budget for this procurement is $150,000, so the federal threshold is not presently anticipated to be exceeded. If the executed contract, amendment, option, or other modification causes the applicable federal threshold to be exceeded, the Contractor shall comply with all applicable standards, orders, and regulations issued under the Clean Air Act, 42 U.S.C. §§ 7401-7671q, and the Federal Water Pollution Control Act/Clean Water Act, 33 U.S.C. §§ 1251-1387, and shall report violations to SCRTD, FTA and NMDOT when applicable, and the appropriate EPA Regional Office as required.

## C-22. 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.

## C-23 Trafficking in Persons

The Contractor agrees that it and its employees that participate in the Recipient's Award may not:

- Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

The Contractor shall comply with applicable federal requirements under the Trafficking Victims Protection Act, 22 U.S.C. Section 7104(g), 2 CFR Part 175, and Section 4(f) of the FTA Master Agreement incorporated into the federal award. Terms including employee, forced labor, private entity, severe forms of trafficking in persons, commercial sex act and coercion have the meanings provided by those authorities.

The Contractor shall immediately notify SCRTD of information received from any source alleging a violation of these prohibitions and cooperate in required reporting and investigation. SCRTD shall immediately inform FTA as required by the applicable award. The Contractor shall include these prohibitions and the applicable reporting and flow-down requirements in each covered subcontract or lower-tier agreement with a private entity.

A violation may be grounds for contract termination or other remedies available to SCRTD under the agreement and applicable law. FTA retains its right to terminate federal assistance without penalty in the circumstances provided by the governing statute, regulations and Master Agreement; those rights are in addition to other federal remedies.

Authority: FTA Master Agreement version 34, Section 4(f), November 26, 2025; 22 U.S.C. Sections 7102 and 7104(g); 2 CFR Part 175.

## C-24 Rights in Data and Work Products

The Contractor shall deliver the reports, GIS data, models and editable source files required by the scope. Subject to disclosed pre-existing proprietary rights, SCRTD owns the project-specific final work products upon payment. For federally assisted work, the Federal Government retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use federally supported work and data for federal purposes, and to authorize others to do so, to the extent provided by 2 CFR § 200.315 and the applicable award. The Contractor shall identify third-party restrictions before incorporating material and obtain permissions necessary for the required uses. Flow down these obligations as applicable.

## D. Specialized Provisions Not Anticipated for this Professional-Services Scope

This procurement is for planning and professional consulting services. It does not include construction, rolling-stock procurement, manufactured transit equipment, ocean shipment, or experimental/developmental work requiring patent-rights clauses. Accordingly, specialized provisions for Davis-Bacon wages, Copeland Anti-Kickback requirements, Contract Work Hours and Safety Standards, FTA Buy America and pre-award/post-delivery purchaser certifications, bus testing, construction bonding, Veterans Employment Preference for construction, rights to inventions for covered research/development, and Cargo Preference are not applicable to the advertised scope. If an authorized scope change makes a specialized provision applicable, SCRTD shall incorporate the required clause and certification before authorizing that work.

## E. 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.