



REQUEST FOR BIDS

On-Call Printing Services

Mid-Region Council of Governments
and the
Rio Metro Regional Transit District

Procurement No. 2019-02

Issue Date: September 21, 2018
Bid Due Date/Time: October 18, 2018, 2:00 p.m. MST

Bid opening to be on October 18, 2018 at 3:00 p.m. at
MRCOG Conference Room
809 Copper Ave. NW
Albuquerque, NM 87102

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1.0 INTRODUCTION

1.1 Purpose Of This Request For Bids

The Mid-Region Council of Governments (MRCOG AND RMRTD) invites individuals and firms (Offerors) to submit Bids for a Contract for the work indicated in the title page of this RFB in accordance with the specifications contained in this Request for Bid (RFB). This RFB contains specific requests for information.

For purposes of this RFB, when MRCOG is referenced it shall be understood to include Rio Metro Regional Transit District (RMRTD) for all services provided.

MRCOG is seeking bids from multiple licensed independent contractors with demonstrated professional competence and experience to provide On-Call Printing and Binding Services for a period of one year, with the option to renew up to three (3) additional one-year periods exercised at the sole option of MRCOG. Contingent upon MRCOG's satisfaction with the performance of selected Contractor(s) and acceptance of project deliverables under a Contract negotiated for services described in this RFB.

This project may be funded in part through federal funds. As such, applicable federal laws, regulations and guidelines shall be adhered to by the Contractor as part of the Contract. Federal certifications are required for Bids to be deemed responsive.

1.2 Scope Of Work

On-Call Printing and Binding Services

MRCOG is soliciting responses for services of a printing firm(s) to supply printed material, full color and black and white, to include but not limited to brochures, annual reports, newsletters, envelopes, as well as binding to include but not limited to binding, folding, drilling, cutting, trimming, saddle-stapling, corner- or side-stapling, perfect binding, perforating, scoring, embossing, coil binding, etc.

1.3 Procurement Officer

The Parties have a designee who is responsible for the conduct of this procurement.

Kim Monjaras
Procurement Officer
Mid-Region Council of Governments
809 Copper N.W.
Albuquerque, NM 87102
Phone : 505-247-1750, Fax : 505-247-1753
E-mail : kmonjaras@mrcog-nm.gov

Any inquiries or requests regarding this procurement shall be submitted to the Procurement Officer in writing. Offerors may contact ONLY the Procurement Officer regarding the procurement. Other Parties employees do not have the authority to respond on behalf of this RFB.

1.4 Definitions

This section contains definitions and abbreviations that are used throughout this RFB.

“Close of Business” means 5:00 p.m. MST.

"Contract" means a written agreement for the procurement of items of tangible personal property or

services.

"Contractor" means a successful Offeror who enters into a binding Contract.

"Determination" means the written documentation of a decision by the Procurement Officer or Procurement Officer including findings of fact supporting a decision. A determination becomes part of the procurement file.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identifies a desirable or discretionary item or factor (as opposed to "mandatory").

"Evaluation Committee" means a body appointed by the Director to evaluate Offerory bids.

"Evaluation Committee Report" means a document prepared by the Procurement Officer and the Evaluation Committee for submission to the Director for Contract award. It contains all written determinations resulting from the procurement.

"Finalist Offeror" is defined as an Offeror whose offer complies with all the mandatory specifications of this RFB.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to comply with a mandatory item or factor will result in the rejection of the Offerors bid.

"MRCOG" means the Mid-Region Council of Governments of New Mexico.

"Offeror" is any person, corporation, or partnership who submits a bid.

"Procurement Officer" means the person or designee authorized by the Executive Director to manage and administer procurements and Contracts.

"Request for Bids" or "RFB" means all documents, including those attached or incorporated by reference, used for soliciting bids.

"Responsible Offeror" means an Offeror who submits a responsive bid and who has furnished, when required, information and data to prove that the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the bid.

"Responsive Offer" or "Responsive Bid" means an offer or bid that conforms in all material respects to the requirements set forth in the request for bids. Material respects of a request for bids include, but are not limited to, price, quality, quantity or delivery requirements. Upon the recommendation of staff, the Director will make the final determination as to whether an Offer is considered to be responsive.

"RMRTD" means Rio Metro Regional Transit District.

1.5 Background Information

The Mid-Region Council of Governments (MRCOG) is an association of local governments in central New Mexico. Members include county, municipal, and special purpose units of governments in the Counties of Bernalillo, Sandoval, Tarrant and Valencia. The MRCOG is engaged in a variety of transportation and

planning activities necessary to support functions related to the MRMPO, the RMRTD and the RTPO. This RFB is designed to solicit on call services to augment in-house resources.

2.0 PROCUREMENT CONDITIONS

2.1 Deadline to Submit Additional Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this solicitation to the Procurement Officer. All written questions must be emailed to the Procurement Officer at the address specified in this solicitation. The Procurement Officer will provide a written response only to written requests that are received at least ten (10) working days prior to the submittal due date.

2.2 Notification of Written Responses and Amendments

In order to receive notification of written responses to written questions and solicitation amendments, if any, potential Offerors must complete and submit Appendix 2 Acknowledgement of RFB Receipt as contained herein. The Acknowledgement of RFB Receipt may be hand-delivered, electronically mailed, returned by facsimile, registered or certified mail to the Procurement Manager. Offerors must include an email address on the Acknowledgement of Receipt. The Acknowledgement of RFB Receipt must be received at least ten (10) working days prior to the bid submittal due date in order for a potential Offerer to be placed on the procurement distribution list.

2.3 Submission of Bid

Sealed bids will be received in the MRCOG office, 809 Copper Ave NW, Albuquerque, New Mexico 87102 for the project described herein no later than 2:00 p.m. local time, October 18, 2018. Delivery of bids is the sole responsibility of the Offeror. The bids will be considered by the MRCOG following the opening of the bids, and an award of the Contract, if made, will be within thirty (30) days after the Bid Opening. All bids must be received by the Procurement Officer or designee no later than by the time on the date shown on the cover page of this Request for Bids. Bids received after this deadline will not be accepted.

The date and time will be recorded on each bid as it is received. Bids must be addressed and delivered to the Procurement Officer at the address listed herein. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the name of the procurement on the cover sheet. Bids submitted by facsimile or electronic mail will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted Bids. Pursuant to Section 13-1-116 NMSA 1978, the contents of any bid shall not be disclosed to competing Offerors prior to contract award.

Responsive Offers: Offers will be considered to be responsive if they conform to all material respects to the requirements set forth herein. All offers must include certifications that are made a part of this solicitation.

2.3.1 Selection of Finalists

The Procurement Officer will provide the list of finalists to the Executive Director. The Procurement Officer will notify the final Offerors of their selections. Only finalists will be invited to participate in the subsequent steps of the procurement.

2.3.2 Contract Negotiations

A draft Contract is made a part of this solicitation as evidenced in Appendix 7 and is available for viewing on the Parties website specified herein. The Contract is subject to change and shall be negotiated with the Finalist Offerors selected for award by the Executive Director. In the event that mutually agreeable terms cannot be reached within a reasonable time, defined herein as within fifteen (15) calendar days from the date that the

Finalist Offeror is notified of the award, the Parties reserve the right to negotiate a Contract with another Finalist Offeror without undertaking a new procurement process. Parties also reserves the right to make multiple Contract awards per element. Contracts will be awarded on a Primary, secondary basis.

2.3.3 Contract Award

Contracts are not valid until signed by all parties to the Contract issued in response to this RFB.

1. Time and Place of Receiving and Opening of Bids: This information will be found in the "Notice of Invitation for Bids." Bids received after the specified time will be returned to the Offeror unopened.
2. Specifications, Fees and Taxes:
 - a. Taxes. No Unit Prices should contain New Mexico Gross Receipts Tax.
3. Interpretation of Documents: If any person contemplating submitting a Bid for the supplies, is in doubt as to the meaning of any part of the Bid, specifications or other Contract Documents, he may submit a written request for an interpretation thereof at any time prior to five (5) working days before the time of opening of bids. Any interpretation of the documents will be made only by Addendum duly issued. No verbal response shall be binding.
4. Addenda: Each Addendum shall be a part of the Contract Documents to the same extent as though contained in the original documents and itemized listings thereof and all Offeror shall be bound by such Addenda. On his Bid, each Offeror shall acknowledge receipt of each Addendum. Each Offeror shall ascertain, prior to submitting the bid, that the Offeror has received all Addenda issued, and shall acknowledge receipt of each Addendum on his Bid.
5. Submission of Bids: Bid shall be made on the printed forms, which are a part of these Contract Documents, without separation from the documents. Prices shall be filled in for all or each item in the Bid, as required in the form. Prices shall be shown in numerals in ink, printed or typed in the spaces provided. Alterations to bid amounts by erasures or by interlineations shall be initialed by the signer of the Bid. All Bids shall be submitted and received with the understanding that the Offeror accepts the terms and conditions contained herein. Each Bid shall be placed in a sealed envelope marked "Bid" with the project title and name and address of the Offeror and addressed to:

Kim Monjaras
Procurement Office
MRCOG
809 Copper Ave NW
Albuquerque, New Mexico 87102

and submitted as provided in the Notice of Invitation for Bids. Delivery of bids to the MRCOG office is the sole responsibility of the Offeror. Bids received after the time specified in the Advertisement for bids shall not be considered and shall be returned to Offeror unopened.

6. Modification and Withdrawal of Bids: Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the scheduled closing time for the receipt of bids. Bids shall be unconditionally accepted for consideration of award without alteration or correction except as specified below or allowed by State Law.
 - a) The MRCOG may allow a correction or withdrawal of a bid because of an inadvertent,

non-judgmental mistake in the bid, within the limitations below.

- b) The MRCOG may require the apparent low Offeror to confirm its bid when obvious errors regarding the amount of the bid are apparent on the face of the bid or the bid amount is unreasonably lower than other bids submitted.
 - c) The MRCOG may allow an Offeror to correct mistakes discovered after Bid Opening, and prior to award of the Contract, by either MRCOG or Offeror, without forfeiture of bid in the following circumstances:
 - When technical irregularities exist that have no effect on the price, quantity, quality, delivery or contractual conditions.
 - When mistakes exist and the intended correct bid is clearly evident on the face of the bid.
 - d) The MRCOG may allow an Offeror to correct mistakes discovered after Bid Opening or to withdraw a bid without forfeiture of bid if a mistake is clearly evident on the face of the Bid Document or the intended correct bid is not evident and the low Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made which:
 - relates to a material and fundamental feature of the bid and
 - is of such a grave consequence that enforcement would be unconscionable and
 - the Offeror gave prompt notice of the mistake prior to award of Bid and
 - the Offeror acted in good faith and
 - the mistakes did not come about as a result of the violation of a positive legal duty or from gross negligence and the MRCOG's status has not been changed, or if changed, the MRCOG suffers no serious hardship or prejudice other than loss of the bargain.
7. Bid Consideration Time: The MRCOG will require time to study and canvass each Bid and to determine which Bid it deems to be in the best interest of the MRCOG to accept. In consideration thereof, no Bid may be withdrawn after the scheduled closing time for receipt of bids for the period of time specified in the Bid.
8. Qualification of Offerors: The MRCOG may make such investigations it deems necessary to determine the ability of the Offeror to perform the Work, and the Offeror shall furnish to the MRCOG all such information and data for this purpose as the MRCOG may request. The MRCOG reserves the right to reject any bid if the evidence submitted by, or investigation of, such Offeror fails to satisfy the MRCOG that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated herein.
9. Award of Contract:
- a) The MRCOG reserves the right to reject any and all bids and waive any and all informalities and irregularities and the right to disregard all nonconforming or conditional bids or counters. The MRCOG reserves the right to cancel the opportunity for submission of bids. MRCOG further reserves the right to reject for MRCOG's convenience all bids submitted. Offerors shall not be entitled to recover damages of any nature against MRCOG for MRCOG's rejection of all bids, for cause or for convenience.

- b) If a Contract is awarded, it will be awarded to the lowest responsible Offeror per line item shown on the Pricing Sheet; Attachment A, provided, New Mexico Gross Receipts Tax should not be including in line item amounts.
- c) If the Contract is to be awarded, the MRCOG will give the apparent successful Offeror a Notice of Award within the period specified in the Bid unless the Offeror and the MRCOG agree to extend the period specified.

2.3.4 Protest of Award

An Offeror who has submitted a responsive Offer on this RFB may protest the award of a Contract resulting from the RFB. The protest must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The protest period will begin on the day following the Contract award and will end at close of business on the following fifteenth calendar day. Protests must be written and must include the name and address of the protestor and the Request for Bid number. It must also contain a statement of grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the Procurement Officer. The protest must be delivered to the Procurement Officer.

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Protests received after the deadline will not be accepted.

2.4 General Requirements

This procurement will be conducted in accordance with the MRCOG procurement policy and the New Mexico Procurement Code and applicable Federal regulations.

The Parties require that all Offerors agree to be bound by the “General Requirements” contained in this RFB. Any Offeror concerns must be promptly brought to the attention of the Procurement Officer.

2.4.1 Acceptance of Conditions Governing the Procurement

Offerors should indicate their acceptance of the “Conditions Governing the Procurement” section in the letter of transmittal. However, submission of a bid constitutes acceptance of the evaluation factors contained specified in this RFB.

2.4.2 Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any bid or material submitted in response to this RFB shall be borne solely by the Offeror.

2.4.3 Prime Contractor Responsibility

Any Offeror awarded a Contract as a result of this RFB will be solely responsible for fulfillment of the Contract with the Parties. The Parties will make Contract payments only to the prime Contractor.

2.4.4 Subcontractors

Intended use of subcontractors must be clearly explained in the bid, and major subcontractors must be identified by name. The prime Contractor shall be solely responsible for the entire performance of the Contract whether or not subcontractors are identified in the bid or used in the performance of the Contract.

2.4.5 Amended Bids

An Offeror may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. The MRCOG personnel will not merge, collate, or assemble bid materials.

2.4.6 Offeror's Rights to Withdraw Bid

Offerors will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids representative addressed to the Procurement Officer.

2.4.7 Bid Offer Firm

Responses to this RFB will be considered firm in that revisions, alteration or changes will not be considered, other than Best and Final Offers solicited by the Procurement Officer, for a period of ninety (90) calendar days after the due date for receipt of bids.

2.4.8 Disclosure of Bid Contents

The bids will be kept confidential until a Contract is awarded. At that time, all bids and documents pertaining to the bids will be open to the public, except for the material that is proprietary or confidential. The Procurement Officer will not disclose or make public any pages of a bid on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the bid.

Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Procurement Officer shall examine the Offerors request and make a written determination that specifies which portions of the bid should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the bid will be so disclosed. The bid shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential or proprietary data.

2.4.9 No Obligation

This procurement in no manner obligates the Parties to the use of any proposed professional services until a valid written Contract is awarded and approved by the appropriate authorities.

2.4.10 Termination of RFB

This RFB may be canceled at any time and any and all bids may be rejected in whole or in part when the Parties determine such action to be in the best interest of the Parties.

2.4.11 Sufficient Appropriation

Any Contract awarded as a result of this RFB process may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the Contractor will affect such termination. The Contractor will accept the Parties' decision as to whether sufficient appropriations and authorizations are

available as final.

2.4.12 Governing Law

The laws of the state of New Mexico and applicable Federal regulations shall govern this procurement and any agreement with Offerors that may result. In the case where there is disparity among applicable regulations, the most stringent regulations, those that supersede all other regulations pertaining to this RFB, shall control in the first order under this solicitation.

2.4.13 Basis for Bid

Only information supplied by the Parties in writing through the Procurement Officer or in this RFB should be used as the basis for the preparation of Offeror bids.

2.3.14 Contract Terms and Conditions

The Contract between the Parties and a Contractor will follow the format specified by the Parties. An Offeror may review the form of the Contract at the office of the Procurement Officer. However, the Parties reserve the right to negotiate with a successful Offerer Contract provisions in addition to those contained in this RFB.

If an Offerer objects to any of the terms and conditions as contained in this Section, the Offeror should propose specific alternative language. The Parties may or may not accept the alternative language. General references to the Offerer's terms and conditions or attempts at substantive or complete substitutions are not acceptable to the Parties and will result in disqualification of the Offerors bid.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

2.4.15 Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Parties and the selected Offeror and shall not be deemed an opportunity to amend the Offerors bid.

2.4.16 Offeror Qualifications

The Procurement Officer may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFB. The Procurement Officer will reject the bid of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

2.4.17 Right to Waive Technical Irregularities

The Procurement Officer reserves the right to waive technical irregularities. The Procurement Officer also reserves the right to waive mandatory requirements provided that all of the otherwise responsive bids failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Parties.

2.4.18 Project Team Prohibited Activities

MRCOG employees, members or volunteers and its affiliates' employees, members or volunteers are prohibited from participating directly or indirectly in the preparation of this procurement when the employee knows that the individual or any member of the individual's family has a financial interest in the business seeking or obtaining a Contract.

2.4.19 Notice – Civil and Criminal Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

2.4.20 The Parties Rights

The Parties reserve the right to accept all or a portion of the bid of an Offeror selected for award.

2.4.21 Right to Publish

Throughout the duration of this procurement process and Contract term, potential Offerors, and Contractors must secure from the Parties written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent Contract. Failure to adhere to this requirement may result in disqualification of the Offerors bid or termination of the Contract.

2.4.22 Ownership of Bids

All documents submitted in response to this RFB shall become the property of the Parties. However, any technical or user documentation submitted with the bids of non-selected Offerors shall be returned upon written request to the Procurement Officer after the expiration of the protest period. Offerors not selected for award of a Contract may pick up the documentation at the MRCOG office within a fifteen (15) day period following the close of the protest period.

2.4.23 Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

2.4.24 Electronic and Web Site Versions of this RFB

This RFB is available by electronic means upon request to the Procurement Officer and from the following website:

<http://www.mrcog-nm.gov>
<http://www.riometro.org>

If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFB. In the event of conflict between a version of the RFB in the Offerors possession and the version maintained by the Parties, the version maintained by the Parties shall govern.

3.0 RESPONSE

3.1 Offerors Bid Requirements

3.1.1 Number of Responses

Offerors shall submit only one bid for each Contract listed in this RFB.

Contract will be awarded to the lowest responsible Offeror per line item shown on the Pricing Sheet; Attachment A, provided, New Mexico Gross Receipts Tax should not be including in line item amounts.

3.1.2 Bid Organization

Each bid must contain the following fully executed documents:

- Appendix 1 Bid Form
- Appendix 2 Acknowledgement of RFB Receipt
- Appendix 3 Certification Regarding Restrictions on Lobbying
- Appendix 4 Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Appendix 5 Certification Affirmative Action/Equal Employment
- Appendix 6 Campaign Contribution Disclosure
- Attachment A Pricing Sheet

Failure to provide all the information indicated will result in rejection of the bid as non-responsive.

4.0 SPECIFICATIONS

MRCOG is seeking bids from qualified print, binding and mailing shop providers, to furnish all management, operations, labor, equipment, goods, and supplies necessary to print and deliver various newsletters, posters, brochures and publications. The awarded vendor shall also provide printing, binding and delivery service center, which will offer the maximum benefit to MRCOG under the scope of this RFB.

4.1 Scope Of Work: Printing and Binding Services

MRCOG is soliciting responses for services of a printing firm(s) to supply printed material, full color and black and white, to include but not limited to brochures, annual reports, newsletters, envelopes, as well as binding to include but not limited to binding, folding, drilling, cutting, trimming, saddle-stapling, corner- or side-stapling, perfect binding, perforating, scoring, embossing, coil binding, etc.

Contractor shall coordinate the work with MRCOG staff. Progress reports on any project shall be provided to MRCOG upon request.

Contractor shall furnish all management, operations, labor, equipment, goods, and supplies necessary to provide professional, full-service printing, binding and delivery services.

If a Contract is awarded, it will be awarded to the lowest responsible Offeror per line item shown on the Pricing Sheet; Attachment A, provided, New Mexico Gross Receipts Tax should not be including in line item amounts.

4.2 Contractor's Copy Services shall include, but not be limited to, the following:

Contractor shall provide all necessary staff to perform the Retail Copy Services in a manner satisfactory to MRCOG.

4.2.1 Contractor will provide full copy and print services for MRCOG, to include:

- a. Printing;
- b. Black and white full-service photocopying on 8.5" x 11", 8.5" x 14", and 11" x 17" paper, poster making transparencies, collating, stapling, laminating, and other services associated with a retail copy shop;
- c. Color copying on 8.5" x 11" and 8.5" x 14" paper, and 11" x 17" poster board and color copying for posters on 8.5" x 11", 8.5" x 14", and 11" x 17";
- d. Four color process, greeting cards, pamphlets and envelopes; Contractor shall provide full binding service to include but not limited to folding, drilling, cutting, trimming, saddle-stapling, corner- or side- stapling, perfect binding, perforating, scoring, embossing, coil binding, etc.
- e. Pickup and Delivery Services. Contractor shall provide for the pickup and delivery to Contractor's place of business of any services required to be completed at another location. Fee for services, if provided, shall be included on the Pricing sheet, Attachment A.
- f. Parcel, Packaging, and Shipping Services. Contractor will provide full mail and package handling services for MRCOG, to include but not be limited to:
- g. Bulk rate packaging services & packing supplies;
- h. Bulk rate parcel handling, storage, shipping & receiving;
- i. Bulk rate parcel distribution and customer notification;
- j. Bulk rate mailing supplies;

k. Bulk rate metered mail & stamps;

4.3 Customer Fees. Contractor shall provide a current price list of the fees to be charged to MRCOG for the products and services provided by the Contractor. Contractor's pricing for services being offered are to be included in the list of services attached as Attachment A to this RFB. MRCOG requests discount rates for large volume purchases. Contractor shall provide volume pricing and price breaks for various quantities purchased.

4.3.1 Special Discounts & Promotions. All special promotions and discounts offered at any given time by Contractor to its general customers shall be extended to MRCOG as well.

4.4 Quality Assurance.

4.4.1 Contractor shall include Over Runs; e.g., 2000, plus or minus 100, at no additional cost. If exact quantities are required, MRCOG will denote the requirement on the Purchase Order.

4.4.2 Contractor shall allow MRCOG's staff ability to view and proof work prior to being printed. Should finished project be deemed unsatisfactory, MRCOG reserves the right to reject order in whole or in part. A resolution is negotiable.

4.4.3 Contractor must complete and return the Pricing Sheet (Attachment A), as part of its bid. Any bid received without a completed and signed Pricing Page will be rejected by MRCOG.

4.4.4 Contractor shall provide the projected schedule for any printing project upon request of MRCOG. Reasonable turnaround time will be expected at 7 – 10 business days.

4.4.5 Contractor shall offer pricing on various sizes of printed media to include but not limited to labels, posters newsletters, publications, brochures, pamphlets and booklets in black and white and full color.

4.4.6 Basis weight, brand, finish, type and color of paper/stock will be determined by MRCOG in conjunction with Offeror's staff at time of order.

4.5 Invoicing

The contractor shall submit an itemized invoice for services performed. The Parties agency will provide the contractor with specific information about invoice submission such as address, etc.

4.6 Business Compliance

The offeror must be in compliance with the laws regarding conducting business.

The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Parties.

The compliance to conduct business shall include but may not be limited to:

- Contractors and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)
- W-9

4.7 Pricing Sheet must be used, Attachment A, to submit pricing

All pricing shall be considered estimates for the duration of the contract period. The offeror shall conform to the specifications contained herein.

APPENDIX 1
RFB#: 2019-02
BID FORM

Proposing Organization _____
Mailing Address _____
City/State/Zip Code _____

Head of Organization _____
Title _____
Telephone Number _____ E-Mail Address _____

Bid Contact Person _____
Title _____
Telephone Number _____ E-Mail Address _____

Contract Signatory Authority _____
Title _____
Telephone Number _____ E-Mail Address _____

Tax/Legal Status Corporation For Profit Not-for-Profit Government Individual

Federal ID Number _____ State ID Number _____

1. I (We) am submitting on the procurement titled:_____.
2. I (We) accept the Conditions Governing the Procurement stated within this solicitation.
3. I (We) acknowledge receipt of any and all amendments to this RFB, Nos. _____ to _____.

Signature of Officer:_____ Date:_____

APPENDIX 2
RFB#: 2019-02
ACKNOWLEDGEMENT OF RFB RECEIPT

In acknowledging the receipt of this Request for Bids, the undersigned agrees that a complete solicitation has been received, beginning with the title page and table of contents, and ending with Appendix 7, and Attachment A.

The acknowledgement of receipt should be signed and returned to the Procurement Officer. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a bid for the procurement checked below at least five (5) working days prior to the bid due date, will receive copies of all potential Offeror written questions and the MRCOG's written responses to those questions as well as solicitation amendments, if any, that are issued.

Organization / Individual	_____		
Represented by	_____	Title	_____
Phone No.	_____	Fax No.	_____
E-mail Address	_____		
Address	_____		
City/State/Zip Code	_____		
Signature*	_____	Date	_____

* Formal signature required. E-mail transmittal with scanned signature is acceptable.

This name and address will be used for all correspondence related to the Request for Bids.

Firm does does not (**check one**) intend to respond to this Request for Bids.

Return to: **Kim Monjaras, Procurement Officer**
Mid-Region Council of Governments
809 Copper Avenue NW
Albuquerque, NM 87102
Phone : 505-247-1750 ; Fax : 505-247-1753
E-mail : kmonjaras@mrcog-nm.gov

APPENDIX 3
RFB#: 2019-02
CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

I, _____, hereby certify on
(name and title of official)

behalf of _____ that;
(name of Contractor)

(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 sub-awards at all tiers (including subcontracts, sub-grants, 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.

Executed this _____ day of _____, 20__.

By: _____
(Signature of authorized official)

(Title of authorized official)

APPENDIX 4
RFB#: 2019-02
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED
TRANSACTIONS

To be submitted with each bid or offer exceeding \$25,000.

The Contractor, certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this bid been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this bid.

THE CONTRACTOR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. sub- section 3801 ET SEQ. ARE APPLICABLE THERETO.

Executed this _____ day of _____, 20__.

By _____
(Signature of authorized official)

(Title of authorized official)

APPENDIX 5
RFB#: 2019-02
CERTIFICATION REGARDING
AFFIRMATIVE ACTION/EQUAL EMPLOYMENT
OPPORTUNITY AND NONDISCRIMINATION
AHRO Form CC 2

The Offeror hereby acknowledges and agrees to abide by the Special Provisions for Affirmative Action/Equal Employment Opportunity and Nondiscrimination and all other provisions, regulations and/or requirements of the Owner for Affirmative Action/Equal Employment Opportunity and Nondiscrimination.

The Offeror has participated with any agency in a previous contract or subcontract subject to any Equal Employment Opportunity and Nondiscrimination in Employment requirements.

Yes No

Compliance reports were required to be filed in connection with such contract or subcontract.

Yes No

The Offeror has filed all compliance reports due under applicable instruction. If this does not apply, leave blank.

Yes No

Company Name of Offeror

Telephone Number

Signature

FAX Number

Printed Name

E-Mail Address

Title

Date

APPENDIX 6
RFB#: 2019-02
CAMPAIGN CONTRIBUTION DISCLOSURE

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a bid or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR BIDS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means any person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive bid.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for bids and ending with the award of the contract or the cancellation of the request for bids.

“Prospective contractor” means a person or business that is subject to the competitive sealed bid process set forth in the Procurement Code or is not required to submit a competitive sealed bid because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____
Relation to Prospective Contractor: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s): _____
Nature of Contribution(s): _____
Purpose of Contribution(s): _____

Signature Title (Position) Date

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE TO AN APPLICABLE PUBLIC OFFICIAL BY ME, A FAMILY MEMBER OR REPRESENTATIVE:

Signature Title (Position) Date

APPENDIX 7
RFB#: 2019-02
DRAFT CONTRACT

This Contract ("Contract") made and entered into on the date last entered below, by and between _____ ("Contractor"), and Mid-Region Council of Governments, and the Rio Metro Regional Transit District ("RMRTD"), a New Mexico political subdivision created pursuant to the Regional Transit District Act, Sections 73-25-1 through 73-25-18, NMSA 1978, herein referred to as "Parties."

RECITALS

WHEREAS, the Parties desire to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

Section 1. Miscellaneous Representations

A. The Contractor is licensed or otherwise authorized to conduct the business activities described in this Contract by all governmental agencies having jurisdiction over Contractor, and Contractor has the experience and expertise to perform the work or services required in this Contract.

B. The Parties have the right and power to enter into this Contract.

Section 2. Scope of Services

A. The Contractor shall personally perform the services specified in Exhibit A (hereinafter referred to as "Services") in a satisfactory and proper manner, and shall provide all necessary personnel, material, and facilities and perform all matters necessary or incidental to the Services as determined by the Parties.

B. Staffing. The Parties designate _____ as the Parties Project Manager. The Contractor shall keep the Project Manager fully informed on all aspects of its performance of the Services. The Project Manager will review and approve Contractor's invoices prior to payment. In the absence of the Project Manager, the Parties Director shall serve as Project Manager.

C. Contractor designates _____ as Contractor's Project Manager. Contractor's Project Manager shall transmit all work product and invoices to the Project Managers. The Contractor Project Manager shall direct the technical aspects of the Services; however, the Contractor may provide additional qualified personnel to meet its obligations under this Contract. Contractor shall provide to the Parties a statement of qualifications for each individual performing work under this Contract when requested to do so by the Parties. Any change in Contractor's appointment of its Project Manager shall not be allowed until approved in writing by RMRTD.

Section 3. Compensation and Method of Payment

A. For performing the Services specified in Exhibit A hereof, the Parties agree to pay the Contractor up to the amount of _____ Dollars \$_____, which amount shall include any

gross receipts tax and which shall constitute full and complete compensation for the Services under this Contract, including all expenditures made and expenses incurred by the Contractor in performing such services in accordance with Exhibit B Schedule of Fees included in this Contract.

Section 4. Method of Payment.

A. Payment to Contractor. Amounts due to Contractor shall be paid to the Contractor upon receipt by the Parties of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the Parties and upon receipt of payment by the Parties from the funding agency. Payments to the Contractor shall be paid within the time periods prescribed by statute.

B. Reports Required. Contractor will attach to the invoice a detailed work effort and progress report in a format mutually agreed upon by the Parties Project Manager and the Contractor. Payments shall be made only after verification and acceptance of the progress reports by the Parties Project Manager.

C. Verification of Invoices. The Parties shall be entitled to verify the personnel time and other costs charged to the Parties pursuant to the provisions of this Contract.

Section 5. Time of Performance

The Services described herein shall commence on the date this Contract is executed and shall be completed within one (1) year, unless the time for completion is extended pursuant to Option to Extend Term contract clause contained herein.

Section 6. Option to Extend Term

A. The Parties may extend the term of this Contract for up to three (3) years in one (1) year increments by written notice to the Contractor. If feasible, RMRTD shall give Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the Contract expires. The preliminary notice does not commit the Parties to an extension, and any absence of notice shall not affect the validity of any exercise of the option to extend the term of this Contract.

B. If the Parties exercise this option to extend the term of the Contract, the extended Contract shall be considered to include this option provision.

C. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed four (4) years.

Section 7. Independent Contractor

A. Neither Contractor nor its employees are considered to be employees of the Parties for any purpose whatsoever. Contractor is considered an independent contractor at all times in the performance of the Services described herein. Contractor further agrees that neither it nor its employees are entitled to any benefits from the Parties under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the Parties.

Section 8. Personnel

A. Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Contract. Such personnel shall not be employees of nor have any

contractual relationship with the Parties.

B. All the Services required hereunder will be performed by Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Contract shall be subcontracted without the prior approval of the Parties. Any work or Services subcontracted hereunder shall be specified by written contract or Contract and shall be subject to each provision of this Contract.

Section 9. Insurance

A. **General Requirements.** The Contractor shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Contract, such insurance as is required in this Contract. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico, and policies of insurance shall be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Policies of insurance shall be procured for all required coverage limits of such policies of insurance and shall not be reduced or replaced in part or in whole by self-insurance, including self-insurance retention amounts, except as provided hereinafter.

If the Contractor sublets, assigns or otherwise transfers any interest in any part of this Contract, the Contractor shall include any or all transferees in the Contractor's insurance policies or require such transferees to secure insurance to cover all hazards enumerated in this Contract that are not covered by the Contractor's insurance policies.

The Contractor shall not violate the terms or prohibitions of insurance policies required to be furnished by the Contractor. The Contractor shall promptly notify the Parties of any claim or loss exceeding the amount of the deductible under such insurance policies and certify that proper notice has been given the appropriate insurance carrier.

B. The Contractor shall furnish the Parties with certificates of insurance, substantially the same as attached hereto in Exhibit B, and shall deliver said certificates to the Project Manager, MRCOG 809 Copper Ave., N.W., Albuquerque, New Mexico 87102. All insurance certificates shall provide that thirty (30) days written notice be given to the Project Manager before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. A certificate or policy which states that the failure to give the Parties notice imposes no liability or obligation on the insurer shall not be in compliance with this Section. For instance, certificates or policies stating that the insurance company shall "endeavor to notify" and that "failure to give such notice imposes no obligation" on the insurance company are unacceptable to the Parties. Documents establishing the continuation or replacement of insurance shall be received by the Parties no less than thirty (30) days prior to the expiration of the insurance coverage.

C. **Approval of Insurance.** Even though a "notice to proceed" may have been given, neither the Contractor nor any subcontractors, assignees or other transferees of the Contractor shall begin any operations pursuant to this Contract until the required insurance has been obtained and proper certificates of insurance delivered to the Project Manager. Neither approval nor failure to disapprove insurance certificates of insurance by the Parties shall relieve the Contractor or any transferees of full responsibility to maintain the required insurance in full force and effect.

D. **Increased Limits.** If, during the term of this Contract, the legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (Sections 41-4-1 through 41-4-27, NMSA

1978) to an amount greater than that required for commercial general liability including auto above, the RMRTD may require Contractor to increase the limits of any insurance required herein to an amount equal to such increased Tort Claim Act maximum limits of liability.

E. Additional Insured. The MRCOG and the RMRTD shall be named as an additional insured on each insurance policy required for commercial general liability including auto above.

F. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. The Contractor shall procure and maintain during the term of this Contract complete Workers' and Employer's Liability Insurance in accordance with New Mexico laws and regulations. Such insurance shall include coverage permitted under Section 52-1-10, NMSA 1978, for safety devices. With respect to Workers' Compensation Insurance, if the Contractor elects to be self-insured, the Contractor shall comply with the applicable requirements of law. If any portion of the work is to be sublet, the Contractor shall require the subtenants similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such work. The Contractor hereby covenants and agrees that the Parties, its officers, or employees will not be liable or responsible for any claims or actions occasioned by the Contractor's failure to comply with the provisions of this subparagraph and that the indemnification provision of this Contract shall apply to this paragraph. It is expressly agreed that the employees of Contractor are not the Parties employees for any purpose.

G. Self-Insurance Retention/Deductibles. In the event any of the insurance policies required in this Section (except as allowed by New Mexico law regarding Workers' Compensation) contain a self-insurance retention provision (whether or not in the form of a deductible), for each such amount, the Contractor shall post a bond or an irrevocable letter of credit made exclusively for the benefit of the Parties and held by a bank authorized to do business in New Mexico which is acceptable to the Parties.

H. Contents Insurance. Contractor shall be solely responsible for obtaining insurance policies that provide coverage for losses of Contractor owned property. The Parties shall not be required to provide such insurance coverage or be responsible for payment of Contractor's cost for such insurance.

Section 10. Reports, Information and Ownership of Documents

A. Reports and Information. During the performance of this Contract and upon the completion or earlier termination of the services required under this Contract, Contractor shall furnish to the Parties such statements, records, reports, data and information as requested by the Parties pertaining to matters covered by this Contract.

B. Release of Information. Contractor shall not release any data, reports or other information of any nature whatsoever to any entity or person other than to the Parties unless specifically authorized to do so in writing in advance by the Parties.

C. Ownership and Use of Documents. Contractor's work product produced pursuant to this Contract shall become the sole property of the Parties. Such work product shall include but not be limited to reports, background data, drawings, calculations, technical data, data related specifically to this Contract, specifications, manuals and/or related documents.

D. Computer Program Licensing Contracts. The Parties shall have the option to require (at Parties cost) that the Contractor provide any and all computer licensing Contracts necessary to permit the Parties to use

computer programs and data related to the services performed by Contractor under this Contract.

E. Future Use. The Parties' use of computer programs and computer stored data developed under the requirements of this Contract for purposes other than the services required of Contractor as specified in this Contract shall be at the Parties' risk, and Contractor shall be held harmless for such use. Contractor does not represent that the computer programs and computer data developed under this Contract are suitable for reuse under different conditions. This paragraph shall not apply to the performance of this Contract nor in instances where the Contractor is retained to perform subsequent services using the work product developed pursuant to this Contract.

F. Publication, Reproduction and Use of Materials. No materials or documents produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The Parties shall have the unrestricted authority and right to copyright, publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials (hereafter "Materials") prepared under this Contract. Contractor may use Materials created under this Contract as reference and research materials and as representations of the services performed under this Contract only after the Materials are completed and accepted by the Parties, provided that such Materials shall not include the Parties confidential or proprietary information, to the extent the Parties provides Contractor with notice that such materials are considered confidential or proprietary by the Parties. The Parties shall provide professional credit for Contractor in promotional materials for services rendered pursuant to this Contract, if so requested in writing by Contractor.

Section 11. Establishment and Maintenance of Records

A. Records shall be maintained by Contractor in accordance with applicable law and requirements prescribed by the Parties with respect to all matters covered by this Contract. Except as otherwise authorized by the Parties, such records shall be maintained for a period of three (3) years after receipt of final payment under this Contract.

Section 12. Audits and Inspections

A. At any time during normal business hours and as often as the Parties may deem necessary, there shall be made available to the Parties or the funding agency and the State Auditor for examination all of Contractor's records with respect to all matters covered by this Contract. Contractor shall permit the Parties, or its authorized representatives, to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract. Contractor shall maintain such records at its office and provide them to the Parties at the Parties offices in Albuquerque, New Mexico, within fifteen (15) days after receiving a written request for such records by the Parties. In the event Contractor does not wish to make its books and records available at the Parties offices, then Contractor shall pay reasonable travel and accommodation expenses for the Parties staff or its duly authorized representatives to travel to Contractor's offices to conduct the audit.

Section 13. Changes

A. The Parties may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, that are mutually agreed upon by and between the Parties and Contractor shall be incorporated in written amendments to this Contract.

Section 14. Suspension

A. **Suspension of Work.** The Parties shall be entitled at any time to suspend, delay, or interrupt all or any part of the Services required of Contractor by this Contract. Such order shall be in writing and identified as a "Suspension of Work Order". Contractor shall incur no further costs allocable to the Services during the period of suspension, delay, or interruption. Contractor shall be reimbursed for all services performed up to the time of its receipt of the Suspension of Work Order; to the extent such services are accepted pursuant to Section 4 of this Contract.

B. **Resumption of Work.** In the event the Parties cancels a Suspension of Work Order, Contractor shall resume performing the Services in a timely manner and shall be entitled to an equitable adjustment in compensation but only if the Parties determines that the Suspension of Work Order resulted in additional costs to Contractor in its performance of the Services and Contractor asserts a claim for such additional costs within thirty days after the cancellation of the Suspension of Work Order.

Section 15. Termination

A. **Termination by the Parties for Cause, ten (10) day notice.** If through any cause Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor shall violate any of the covenants, Contracts or stipulations of this Contract, the Parties shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination.

Notwithstanding the above, Contractor shall not be relieved of liability to the Parties for damages sustained by the Parties by virtue of any breach of this Contract by Contractor, and the Parties may withhold any payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the Parties from Contractor is determined.

B. **Termination by the Parties: twenty (20) day notice.** The Parties may terminate this Contract at any time by giving at least twenty (20) day notice in writing to Contractor. Said twenty (20) days shall run from the day on which Contractor received said notice of termination. In the event this Contract is terminated by the Parties as provided herein, the Contractor shall be paid an amount that bears the same ratio to the total compensation as the Services actually performed bear to the total Services of Contractor covered by this Contract, less payments of compensation previously made. If this Contract is terminated due to the fault of Contractor, Paragraph A of this section hereof, relative to termination, shall apply.

C. **Work Product.** In the event of termination under the provisions of this section, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by Contractor under this Contract shall, at the option of the Parties, become the property of the Parties, and Contractor shall deliver such work product to the Parties within thirty (30) days of receipt of the request of the Parties.

D. **Termination by Contractor: thirty (30) Day notice.** The Contractor shall be entitled to terminate this Contract in the event of a default by the Parties in the performance of any covenant or Contract herein required to be performed by the Parties and the failure of the Parties to remedy such default for a period of thirty (30) days after receipt from the Contractor of written notice to remedy the same; provided, however, that no notice of termination, as above provided, shall be of any force or effect if the Parties shall have remedied the default prior to receipt of the Contractor's notice of termination.

E. **Non-Funding.** The performance of this Contract is contingent upon the necessary appropriations and

authorizations forthcoming for the performance of this Contract. If sufficient appropriations and authorizations are not made, this Contract may be terminated by the Parties by giving notice to Contractor. Such event shall not constitute an event default by the Parties. All payment obligations of the Parties shall cease upon the date of termination. The Parties' decision as to whether sufficient appropriations are available or sufficient shall be binding on Contractor and shall be final. The date of termination issued pursuant to this paragraph shall be the date a notice of termination is received by Contractor.

Section 16. General Conditions

A. Contract Interpretation.

1) **Severability.** In the event any covenant, condition or provision herein is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such covenant, condition or provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions and provisions of this Contract shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the Parties or the Contractor in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Contract.

2) **Waiver.** No provision of this Contract shall be deemed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor shall any custom or practice which may evolve between the parties in the administration of the terms of this Contract be construed to waive or lessen the right of either party to insist upon the performance of the other party in strict accordance with the terms of this Contract. Further, the waiver by any party of a breach by the other party or any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

3) **Gender, Singular/Plural.** Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

4) **Captions and Section Headings.** The captions, section headings, and table of contents contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

5) **Entire Contract.** This Contract represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Contract incorporates all of the conditions, Contracts, and understandings between the parties concerning the subject matter of this contract, and all such conditions, understandings and Contracts have been merged into this written Contract. No prior condition, Contract, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Contract.

6) **Relationship of Contract Documents.** All documents attached to this Contract or incorporated into this Contract are complementary, and any requirement of one contract document shall be as binding as if required by all.

7) **Exhibits Certificates, Documents Incorporated and Attachments.** Incorporation by Reference: All certificates, documents, exhibits, attachments, riders, and addenda referred to in this Contract

are hereby incorporated into this Contract by reference and made a part hereof as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

8) Applicable Law. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the Parties.

9) Successors. All covenants, stipulations and Contracts in this Contract shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.

10) Governmental Rights and Powers. Nothing in this Contract shall be construed or interpreted as limiting, relinquishing, or waiving any rights of ownership enjoyed by the Parties or waiving or limiting the Parties' control over the management, operations, or maintenance of its property, except as specifically provided in this Contract, or impairing, exercising or defining governmental rights and the police powers of the Parties.

B. Discrimination Prohibited.

1) General. In the use and occupation of the Parties premises, the Contractor shall not discriminate against any person or class of persons by reason of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap.

2) Civil/Human Rights Laws. In the operation and use of the Parties premises, the Contractor shall not on the grounds of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49 CFR Part 21, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and the New Mexico Human Rights Act. Without limiting the generality of the foregoing, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. The Contractor agrees to post in conspicuous places available to employees, and applicants for employment, notice to be provided setting forth the provisions of this non-discrimination clause.

3) The Contractor, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration of this Contract, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor shall use the Parties facilities (when applicable) in compliance with all other requirements imposed by, or pursuant to, the New Mexico Human Rights Act, and 49 CFR Parts 21 and 23, and as said regulations may be amended.

4) Contractor's violation of this section shall be deemed a material breach of this Contract.

5) Contractor shall include the provisions of this section in every subcontract, including

procurement of materials and leases of equipment (unless exempt by the above referenced regulations or orders of instructions issued pursuant thereto), in the performance of this Contract.

C. Indemnification Contract.

1) General Indemnification. The Contractor agrees to indemnify and hold harmless the Parties, including its officers, employees or agents, against all liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, claims, damages, losses or costs are caused by, or arise out of, the acts or omissions of the Contractor or its officers, employees or agents.

2) Insurance. The indemnity required herein shall not be limited by the specification of insurance coverages in this Contract.

3) Survives the Term. This indemnification Contract shall survive the term of this Contract.

4) Scope of Indemnification. With respect to any liability, claims, damages, losses or costs that are caused by, or arise out of, the acts or omissions of the Contractor or its officers, employees or agents, the Contractor shall: (a) investigate or cause the investigation of such liability, claims, damages, losses or costs, (b) negotiate or cause to be negotiated all claims made, even when Contractor considers such claims to be groundless, false or fraudulent in the name of the Parties and on behalf of the Parties, (c) and satisfy judgments finally establishing the liability of the Parties in all actions for which the Contractor is obligated to indemnify the Parties, including its officers, employees or agents, pursuant to this section, and (d) pay, or cause to be paid: (1) all costs assessed against the Parties in any such legal proceeding, (2) any interest accruing up to the date of payment by Contractor, (3) all premiums charged upon appeal bonds required in such proceedings, and (4) all expenses incurred by the Parties for investigation, negotiation, and defense, including but not limited to expert witnesses' and attorneys' fees incurred.

5) Miscellaneous. The Parties shall, promptly upon receipt, give Contractor every demand, notice, summons, or other process received in any claim or legal proceeding for which Contractor is required to indemnify the Parties. In the event the Parties fails to give Contractor notice of any such demand, notice, summons, or other process received by the Parties, and such failure to give said notice shall result in prejudice to Contractor in its defense of any action or legal proceeding in which Contractor is required to indemnify the Parties, then such failure or delay shall release Contractor of its liability as set forth in this Indemnification Contract, but only insofar as the particular claim or legal proceeding is concerned, and only to the extent of such prejudice. Nothing in this subsection shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against the Parties. This section shall not be construed as a waiver of the Parties' immunity. The provisions of this section shall not be construed to prohibit Contractor from seeking contribution or indemnity from any third party which may have caused or contributed to the event for which Contractor indemnifies the Parties.

D. Assignment and Subletting. The Contractor shall not assign or otherwise transfer, in whole or in part, any of the rights granted in this Contract without the prior written approval of the Parties. The Parties shall not be required to approve any assignment or other transfer of this Contract that would result in the Services required in this Contract being performed by any other person or entity than the Contractor.

E. Ethics.

1) Conflict of Interest. As a condition of this Contract, the Contractor shall furnish the Parties with a Campaign Contribution Disclosure form, substantially the same as Exhibit D, and shall deliver

said disclosure to the Project Manager, Rio Metro Regional Transit District, 809 Copper Ave., N.W., Albuquerque, New Mexico 87102. The Contractor shall disclose whether any member of the Parties Board of Directors, officer or employee of the Parties or the Mid-Region Council of Governments (MRCOG), an administrative entity for the Parties, has or hereafter acquires any direct, indirect, legal, or beneficial interest in the Contractor or in any contract, lease, or Contract between the Parties and the Contractor, or in any franchise, concession, right, or privilege of any nature granted by the Parties to the Contractor in this Contract or otherwise.

2) Fair Dealing. The Contractor covenants and warrants that the only person or firm interested in this Contract as principal (or principals) are named in this Contract and that no other person or firm has any interest in this Contract, and this Contract is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud and in good faith. The Contractor also covenants and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Contract, shall be, offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Parties with a view toward securing this Contract or for securing more favorable treatment with respect to making any determinations with respect to performing this Contract.

F. Approvals, Consents and Notices.

1) All notices, consents, and approvals required by this Contract shall be in writing and shall be given by registered or certified mail by depositing the same in the U.S. mail in the continental United States, postage prepaid, return receipt requested, or by personal delivery, or by facsimile transmission to the "FAX" number given below, provided that the completed transmission is electronically verified. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

MRCOG: Director
Certified Mail: 809 Copper Ave., N.W.
Albuquerque, New Mexico 87102
Personal Delivery: Same as above
Telephone: (505) 247-1750, FAX Transmission: (505) 247-1753

Contractor:
Contractor Official:
Title:
Certified Mail:

Personal Delivery:
Telephone: FAX Transmission:
E-Mail Address:

2) If notice, consent or approval is given in any other manner or at any other place, it shall also be given at the place and in the manner specified above.

3) The effective date of such notice, consent or approval shall be the date of the receipt as shown by the U.S. Postal Service Return Receipt, or the date personal delivery is certified, or the date of electronic verification of the facsimile transmission, unless provided otherwise in this Contract.

G. Non-Liability of Agents and Employees. No member, officer, agent, director, or employee of the Parties or Contractor shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of any breach thereof or because of their execution or

attempted execution of this Contract.

H. No Partnership or Agency. Nothing contained in this Contract is intended or shall be construed in any respect to create or establish any relationship other than that of owner and Contractor, and nothing herein shall be construed to establish any partnership, joint venture or association or to make Contractor the general representative or agent of the Parties for any purpose whatsoever.

I. Force Majeure. Except as expressly provided in this Contract, neither the Parties nor Contractor shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations, other than payment of rentals, fees and charges hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of the public enemy, weather conditions and the results of acts of nature, riots, rebellion, sabotage, or any other similar circumstances for which it is not responsible or which are not within its control.

J. Forum Selection. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Contract shall only be brought in a state district court located in Bernalillo County, New Mexico or in a federal district court located in New Mexico. The parties irrevocably admit themselves to, and consent to, the jurisdiction of either or both of said courts. The provisions of this section shall survive the termination of this Contract.

K. Compliance with Law. The Contractor shall comply with all applicable laws, ordinances, regulations and procedures of federal, state, and local governments, including, but not limited to the Parties rules. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101) and federal regulations promulgated there under (28 C.F.R. Parts 35, 36, and 37).

L. Patents and Trademarks. Contractor represents that it is the owner or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its performance under this Contract. Contractor agrees to defend, indemnify and hold harmless the Parties, pursuant to the Indemnification Contract above, from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark, copyright, trade secret or proprietary right, or arising from any alleged or actual unfair competition or other similar claim arising out the performance of this Contract by Contractor. In the event a claim is made that the use of materials is such an infringement, the Contractor shall either procure for the Parties the right to continue using such materials, make modifications resulting in the elimination of the infringement (and continue to meet the requirements of this Contract) or replace such material with non-infringing materials of a like functionality that meet the requirements of this Contract.

M. Savings. The Parties and Contractor acknowledge and agree that they have thoroughly read this Contract, including all exhibits thereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The Parties and Contractor further acknowledge that the Contract is the result of negotiations between them and that this Contract shall not be construed against either party by reason of that party's preparation of all or part of this Contract.

IN WITNESS WHEREOF, the Parties referenced herein have executed this Contract on the dates specified below.

MID REGION COUNCIL OF GOVERNEMENTS

By: _____
Director

Date: _____

CONTRACTOR

By: _____

Date: _____

Title: _____

New Mexico State Taxation and Revenue
Taxpayer I.D. Number:

Federal Taxation I.D. Number:

APPROVED AS TO FORM

By: _____
Legal Counsel

Date: _____

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

CERTIFICATE OF INSURANCE FORM

CERTIFICATE OF INSURANCE					ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW				
		COMPANIES AFFORDING COVERAGE				
		COMPANY				
		LETTER A				
INSURED		COMPANY				
		LETTER D				
		COMPANY				
LETTER E						
<p>COVERAGES: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED FOR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
	GENERAL LIABILITY* <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROTECT. <input type="checkbox"/> SELF INSURANCE RETENTION				GENERAL AGGREGATE \$ PRODUCTS- <input type="checkbox"/> <small>COMM. GEN. LIAB.</small> \$ PERSONAL & ADV. <input type="checkbox"/> <small>LIAB.</small> \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$ SELF INSURANCE AMOUNT \$	
	AUTOMOBILE LIABILITY * <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE \$ SELF INSURANCE AMOUNT \$	
	EXCESS LIABILITY * <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS \$ EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$	
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						
CERTIFICATE HOLDER				MODIFICATION/CANCELLATION: THE ABOVE IDENTIFIED POLICY (POLICIES) OF INSURANCE SHALL NOT BE MATERIALLY CHANGED OR ALTERED, OR CANCELED WITHOUT FIRST GIVING THIRTY (30) DAYS ADVANCE WRITTEN NOTICE BY CERTIFIED MAIL RETURN RECEIPT REQUESTED TO THE PARTIES.		

ATTACHEMENT A
RFB#: 2019-02
LIST OF SERVICES/ PRICING SHEET