



REQUEST FOR PROPOSALS

PURCHASE OF SCHEDULING HARDWARE AND SOFTWARE

Procurement No.: RFP #2019-02

Issued: January 9, 2019

Pre-Proposal Conference: January 24, 2019, 1:00 – 4:00 PM (MST)

Proposal Due Date/Time: February 13, 2019, 2:00 PM (MST)

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1.0 INTRODUCTION

1.1 Purpose of this Request for Proposals

Rio Metro Regional Transit District (RMRTD) is requesting proposals for the purchase of an integrated hardware and software solution for demand response and fixed route. The hardware/software will be purchased with local and federal funding sources, through RMRTD and the Federal Transit Administration (FTA). As such, applicable federal laws regulations and guidelines shall be adhered to by the Offeror as part of the contract.

The overall goal of this procurement is to ensure a turnkey scheduling system that covers all required parts within this RFP.

1.2 Procurement Manager

The RMRTD has designated a Procurement Manager who is responsible for the conduct of this procurement. The Procurement Manager is:

Kim Monjaras, Procurement Officer
809 Copper N.W.
Albuquerque, NM 87102
Phone : 505-247-1750, Fax : 505-247-1753
[E-mail: kmonjaras@mrcog-nm.gov](mailto:kmonjaras@mrcog-nm.gov)

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

1.3 Definitions

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

"Close of Business" means 5:00 PM local time.

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

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

"Determination" means the written documentation of a decision by the Procurement Manager 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 RMRTD Executive Director to

evaluate Offerors proposals.

"Finalist" is defined as an Offeror whose offer complies with all the mandatory specifications of this RFP and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"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 Offeror's proposal.

"RMRTD" means the Rio Metro Regional Transit District of New Mexico.

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

"Procurement Manager" means the person or designee authorized by the Executive Director of RMRTD to manage and administer procurements and contracts.

"Procurement Officer" means the person or designee designated by the RMRTD to oversee all RMRTD procurement.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his 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 proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

1.4 Option for Additional Equipment Assignability

1.4.1 This Contract will include an option to allow the RMRTD the right to purchase/install vehicle equipment and software described herein this RFP for up to twenty (20) additional vehicles. The RMRTD's use of this option will be dependent upon the price quoted by the Offeror and the availability of federal and local funding. If the price quoted for the option exceeds the projected consumer price index, the RMRTD may not exercise this option. The RMRTD also may not exercise the option if the Offeror is late in delivering maintenance/operating manuals and/or fails to provide adequate field service and support, and/or the quality of the equipment is poor. The RMRTD may exercise this option clause from thirty (30) days after award of the contract to three (3) years after the award of the contract in the original base order and at the original proposed costs. In years 4-7, the unit cost may be negotiated between the two parties on an annual basis. Documentation of cost increase is to be provided to the RMRTD by the Offeror; RMRTD will also consider applicable industry information available at the time of negotiation. The RMRTD is aware that the timeframe differential between the original order and

the optional equipment may preclude the use of identical components because of component manufacturer changes. The Offeror will identify these changes at the time of notification and inform the RMRTD in writing of these changes. The RMRTD will work with the Offeror in this area.

1.4.2 Options for the purchase/installation of vehicle and software equipment for up to twenty (20) additional vehicles as specified in this contract are retained as a propriety right of the RMRTD. The RMRTD retains the propriety right to exercise the Option to Purchase the balance of said equipment or may assign said right to purchase any or all of the optioned equipment to any governmental entity within the State of New Mexico for the same terms and conditions which are set forth in the proposal document incorporated herein. In the event the RMRTD should assign the option rights to any other governmental agency, it shall first be necessary for the RMRTD, through its Executive Director, to execute a letter evidencing the RMRTD's consent to said entity exercising said option. The RMRTD will inform the Offeror if an option has been assigned to another government entity. An entity to whom an option is assigned will enter into an individual contract with the Offeror.

2.0 General Scope of Work

2.1 Background Information

The RMRTD is the regional public transit provider for three New Mexico counties: Bernalillo, Sandoval and Valencia. Formed in 2005, RMRTD was designed to fund and operate the newly constructed New Mexico Rail Runner Express (NMRX) commuter rail system. After assuming this role in 2008, RMRTD, also began to acquire bus services operated by its smaller member governments.

RMRTD directly or by contract operates several transit modes in addition to the NMRX:

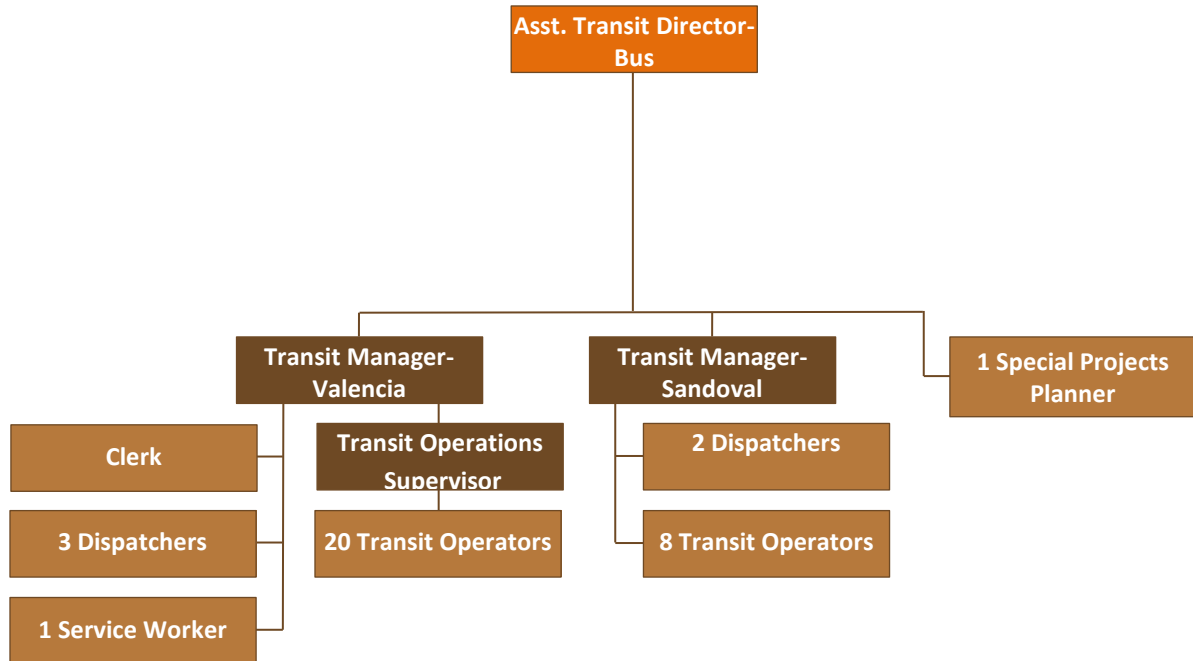
1. Four (4) peak-hour commuter bus routes in rural Sandoval County that connect Native American Pueblos and rural communities to one another and the NMRX stations under the current operating contract with All Aboard America!
2. Demand responsive service known as Dial-A-Ride in the City of Rio Rancho for seniors and individuals with disabilities and is currently operated by the RMRTD Sandoval Division.
3. Demand transportation service known as Job Access for low-income individuals in Bernalillo County under the current operating contract with zTrip.
4. Two (2) peak-hour commuter bus routes in Bernalillo County that connect rural communities to the urbanized area under the current operating contract with All Aboard America!
5. RMRTD is the sole public transit provider for the Los Lunas Urbanized Area (population 63,367; 70 square miles) and surrounding rural areas within Valencia County and RMRTD Valencia Division directly operates demand response service known as Dial-A-Ride service for the general public, individuals with disabilities and seniors in Valencia County and the Pueblo of Isleta and four (4) commuter bus routes

that connect a Native American pueblo and rural communities to one another and the NMRX stations.

2.1.1 RMRTD Organization and Staffing of Services

Figure 1 on the below shows the staffing and organization of the two divisions programs. The Assistant Transit Director oversees both divisions.

Figure 1. Rio Metro Staffing and Organization



Sandoval Division

The Rio Rancho Dial-A-Ride services are managed by a Transit Manager in the RMRTD Sandoval Division. Administrative support is provided by the Assistant Transit Director Day-to-day reservations, scheduling and dispatch for the Rio Rancho service is handled by two Dispatchers and the Transit Manager. Both Dispatchers are responsible for creating runs in Trapeze (software system currently in use), taking calls from riders, entering trip reservations and scheduling the trips in Trapeze and communicating via two-way radio.

Valencia Division

The Valencia County Dial-A-Ride services is managed by a Transit Manager in the RMRTD Valencia Division. Administrative support is provided by the Assistant Transit Director, by a Transit Operations Supervisor and by a Clerk. Day-to-day reservations, scheduling and dispatch for the Valencia County is handled by three Dispatchers responsible for creating runs in Trapeze, taking calls from riders, entering trip reservations and scheduling the trips in Trapeze and communicating via two-way radio. During busy times, the Clerk and/or Transit Operations Supervisor will assist by also taking and entering trip reservations.

2.1.2 Eligibility and Eligibility Determination

Sandoval Division

The Rio Rancho Dial-A-Ride services are available to Rio Rancho residents age 62 years or older and individuals with disabilities 18 years or older. Seniors need to complete a one-page form and show proof of age to be eligible for services. Individuals who have a disability need to complete forms and have their physician complete a form to be eligible for services. Eligibility is determined by staff at the Sandoval Division. No ID cards are issued to riders.

Approximately 2,792 individuals are registered with the Sandoval Division.

Valencia Division

The Valencia County Dial-A-Ride services are available to the general public, seniors age 62 years or older and individuals with disabilities. Individuals do not have to complete any forms to use the services. No ID cards are issued to riders.

Approximately 5,030 individuals are registered with the Valencia Division.

2.1.3 Current Ridership

Table 1 below shows annual ridership for both divisions and types of service for FY2017 and FY2018. Information is provided by program, by division, and by type of trips.

Table 1. RMRTD Trips by Division/Service Type - FY2017-FY2018

| Division/Types of Trips | | Fiscal Year | | TOTALS |
|-------------------------|----------------------|-------------|--------|---------|
| | | FY2017 | FY2018 | |
| Valencia | Dial-A-Ride Trips | 43,715 | 45,610 | 89,325 |
| | Commuter Route Trips | 9,433 | 11,547 | 20,980 |
| Sandoval | Dial-A-Ride Trips | 23,453 | 21,929 | 45,382 |
| TOTALS | | 76,601 | 79,086 | 155,687 |

For both divisions, 155,687 one-way passenger trips were provided. This included 20,980 commuter route one-way passenger trips. Individuals with disabilities in Rio Rancho were provided 15,272 (FY17=8,097 & FY18=7,175) one-way trips and in Valencia County were provided 20,175 one-way trips (FY17=11,253 & FY18= 8,922).

2.1.4 Service Area

Sandoval Division

The Rio Rancho Dial-A-Ride serves the City of Rio Rancho and locations near Cottonwood Mall and the ABQ Ride Northwest Transit Center. Medical trips are provided from Rio Rancho to Albuquerque on a first come first serve basis.

Valencia Division

The Valencia Division administrative offices are located at 101 Courthouse Road, Los Lunas, NM 87031 and the bus yard is co-located at the Village of Los Lunas Maintenance at 227 Don Pasqual, NM 87031.

The Valencia County Dial-A-Ride serves Valencia County which includes Pueblo of Isleta, Los Lunas, Bosque Farms, Peralta, Meadow Lake, El Cerro Mission, Tome, Rio Communities, Las Maravillas, Belen and Jarales.

The Valencia County commuter routes serves Valencia County and Bernalillo County which includes NMRX stations in Belen, Los Lunas, Pueblo of Isleta, Alvarado Transit Center (Albuquerque) as well as Peralta, Bosque Farms, Los Lunas, UNM Valencia Campus and Belen.

2.1.5 Days and Hours of Operation

Sandoval Division

The Rio Rancho Dial-A-Ride is operated Monday through Friday from 7:30 a.m. to 3:30 p.m. The Sandoval Division is closed for the majority of the holidays with the exception of two holidays.

Valencia Division

The Valencia County services are operated Monday through Friday. Dial-A-Ride service is operated from 4:30 a.m. to 8:00 p.m. The Valencia County commuter service is operated from 5:07 a.m. to 8:03 p.m. The Valencia County Division is closed for the majority of the holidays with the exception of two holidays.

2.1.6 Fares

Table 2 below provides a summary of the fares for the two divisions.

Table 2. RMRTD Fares

| | Sandoval | Valencia |
|---|-----------------|-----------------|
| Individuals with Disabilities | \$0.50 | \$0.50 |
| Seniors (62 years of age or older) | \$0.50 | \$0.50 |
| Students (with valid student ID) | N/A | \$0.50 |
| General Public | N/A | \$1.00 |

2.1.7 Reservations, Scheduling and Dispatch

Sandoval Division

Individuals seeking to use the Rio Rancho Dial-A-Ride can call Monday through Friday. Reservation lines are open from 7:00 a.m. until 4:00 p.m. Riders are encouraged to place trip requests one day in advance and can call up to 10 days in advance. Riders can also call on the day they need transportation for immediate same day service if there is available capacity. Individuals who make regular and frequent trips at the same time, to and from the same locations, can also request to be placed on a “subscription service” list and can receive regular ongoing service without calling each day. Most trips provided are serviced on a subscription basis (with

riders going to and from senior center activities and dialysis).

Valencia Division

Individuals seeking to use the Valencia County Dial-A-Ride can call Monday through Friday. Reservation lines are open from 4:00 a.m. until 9:00 p.m. Riders are required to schedule trips by 12:00 p.m. for the next day. No same day service is provided. Individuals who make regular and frequent trips at the same time, to and from the same locations, can also request to be placed on a “subscription service” list and can receive regular ongoing service without calling each day. Most trips provided are serviced on a subscription basis (with riders going to work, senior centers and dialysis).

Table 3 provides an estimate of the amount of service for each division that is subscription, advance scheduled, and same day for FY2018.

Table 3. Sandoval and Valencia Trips by Type of Request

| | Sandoval | Valencia |
|-----------------------|-----------------|-----------------|
| Subscription Requests | 40% | 50% |
| Advance Requests | 58% | 50% |
| Same Day Requests | 2% | N/A% |
| TOTALS | 100% | 100% |

RMRTD uses Trapeze software to record, schedule and dispatch trips for the Sandoval and Valencia County Dial-A-Ride programs. Trips are dispatched electronically to drivers using tablets and pick-up and drop-off times are also captured electronically using the tablets.

2.1.8 RMRTD Vehicle Fleet

RMRTD operates a fleet of 38 vehicles. Table 4 depicts the number of vehicles for each type of vehicle in RMRTD’s vehicle fleet. All vehicles can be used for dial-a-ride services. Demand for dial-a-ride services may increase and may require RMRTD to purchase additional vehicles to meet future demand. Sandoval Division has 11 buses and Valencia Division has 24 buses and 3 mini-vans.

Table 4. RMRTD Vehicle Fleet

| Model Year | Make/Model | Quantity |
|-------------------|----------------------------|-----------------|
| 2011 | Ford Glaval 26' | 1 |
| 2012 | Ford Glaval 26' | 8 |
| 2012 | Ford/Eldorado Aerotech 27' | 1 |
| 2013 | Ford/Eldorado Aerotech 27' | 3 |
| 2016 | Ford E450 Glaval Universal | 13 |
| 2016 | Glaval Titan II | 4 |
| 2016 | Braun Entervan (Mini-Van) | 2 |
| 2017 | Ford E450 Glaval Universal | 6 |

2.3 Technology and Infrastructure

Existing Scheduling Software

RMRTD is currently using Trapeze Pass/FX v16.0.15.0 through an arrangement with the City of Albuquerque Transit. The Trapeze application and database backend hardware (Microsoft SQL Server 2014) and software is housed at the City of Albuquerque. Schedules and data input, occurs through a Remote Desktop connection from the locations listed below to that City of Albuquerque system. The Transit Operators receive the output of the Trapeze system through tablets aboard each bus, and on those tablets, they record activity.

Network

There are four network locations for this project.

The Sandoval Division located in Bernalillo, NM will have private IP connection up to 50Mbps, Fortinet gateway security appliances, Netgear unmanaged switches without PoE.

The Service Performance Department Office in Albuquerque, NM (307 Commercial Street) will have private IP connection up to 100Mbps, Fortinet gateway security appliances, Netgear unmanaged switches without PoE.

The Valencia Division which is located in a Village of Los Lunas building in Los Lunas, NM shares the Village's private IP connection up to 15Mbps, Cisco router and security appliance, Fortinet gateway security appliances, Netgear unmanaged switches without PoE.

The Main Office in Albuquerque, NM (809 Copper Avenue NW) will have private IP connection up to 100Mbps, Fortinet gateway security appliances, Netgear unmanaged switches without PoE.

These systems should be integrated into this project.

Telephone Systems

There are four locations where telephone equipment is housed.

The Sandoval Division located in Bernalillo, NM and Service Performance Department located in Albuquerque, NM (307 Commercial Street) will have Avaya IP Office 500 V2 Control Unit equipped PRIX6X4, digital SIP.

The Valencia Division which is located in a Village of Los Lunas building in Los Lunas, NM shares the Village's Cisco Call Manager Express IP phone system.

The Main Office in Albuquerque, NM (809 Copper Avenue NW) will have Avaya IPO 500, digital SIP.

These systems should be able to be integrated into this project to utilize the interactive voice recognition (IVR) system. However, the Offeror could propose an alternate solution and an agnostic telephone solution would be preferred.

Computers

The computers used by RMRTD staff will be Windows 8.1 or Windows 10, Intel core I-7, at least 8 GB RAM and 500 GB HD, 10/100/1000 NIC, Active Directory enabled and controlled – level 2012.

Camera Systems

There are existing systems on board the buses that must be integrated to the fullest extent possible. Thirty-two (32) buses will have 5 to 7 camera REI systems which include a HD800 DVR or HD5-1200 DVR system. Data is gathered and viewed through REI Playback or REI VMS software. Four (4) buses will have 5 to 7 camera Safety Vision systems which include a HD 500 DVR. Data is gathered and viewed through Safety View 6000 software.

This system may be integrated with the project if feasible.

Public Announcement System

All Rio Metro buses are equipped with a public announcement (PA) system and the three (3) mini-vans are not equipped with a PA system. Twenty-three (23) buses are equipped with both internal and external speakers and twelve (12) buses are equipped with internal speakers only.

Radio Communication

A Motorola UHF two-way radio open microphone system is installed on all buses. The radio system currently provides AVL for the transit system, but it can only be viewed by the dispatch office. The UHF radio system is not required to be integrated with this project.

Fare Payment System

Non-validating Diamond fareboxes are installed on all the buses. The non-validating fareboxes are not required to be integrated with this project.

Destination Signs

Hanover destination signs are now installed on 6 buses in the fleet. The remaining buses (now 20) have Twin Vision destination signs. The Hanover signs should be integrated into the system while the Twin Vision should only be integrated if advantageous to the overall project since the Twin Vision signs will be largely phased out as buses are replaced. The destination signs should be integrated with the AVA and the AVL components to be able to relieve responsibility of the transit operator and automatically update as needed. An interior sign may also, be linked to the Hanover system in the future.

2.4 Project Objectives

The following is a list of objectives that RMRTD hopes to accomplish as part of the work for this project. It is meant to demonstrate the expectations of RMRTD and is not to be considered an all-inclusive list of the work required for this project. The Offeror is encouraged to provide, in its narrative response, any information it believes RMRTD should consider in reaching the project objectives. The five main objectives include:

1. Improve the efficiency of our Dial-A-Ride service as measured by passenger trips per service hour by improving scheduling and reducing No-Shows (riders who request a ride and then do not board the bus when it arrives as scheduled).
2. Improve customer service by streamlining the trip reservation process.
3. Allow commuter/fixed route Transit Operators to enter fare revenue collected, fare type (i.e. student, senior, ADA, etc.) and passenger on/offers on the tablet.
4. Increase efficiency of the passenger counting/reporting process for our Dial-A-Ride and commuter route services.
5. Improve information provided to passengers through real-time data (AVL). – **Optional (Please see option for automated vehicle location in Attachment A)**

To achieve these objectives, the system should include, but not be limited to, the following:

- Improve staff and management ability to record, collect, organize, monitor and respond to information generated by system operations, such as trip performance, scheduling statistics and real-time vehicle locate, communication and data capture.
- Schedule demand response trips more efficiently and effectively with the intent of increasing passengers per service hour.
- Streamline the collection and accuracy of information required for National Transit Database (NTD) reporting and other requirements for grant reporting.
- Centralize and automate the collection and management of data and generation of reports.
- Provide amenities for riders such as next bus arrival location technology and ability to schedule, cancel or monitor demand response rides via an app or through a link from the RMRTD website.
- Ability to coordinate with other systems that RMRTD may use currently or in the future.
- Ability for augmentation/amplification of cell signals if deemed necessary.
- Ensure that the technology capabilities procured and implemented through this RFP are designed to facilitate in a cost-effective manner the ability to add and/or integrate additional features or enhancements as technology progresses, needs are identified or funds become available.
- Ensure a single interface for the rider for all modes of transportation.
- The system is to be hosted (cloud based or web-based), stored and retrievable through a web-based application.
- Implement technology in phases, if necessary.
- Technology must be transferable to new/replacement buses.
- Real-time automated vehicle location awareness and mobile data communication to ensure staff and rider safety, rider satisfaction and operational efficiencies with all areas of operations, including scheduling trips more efficiently, dispatching and reporting. – **Optional (Please see option for automated vehicle location in Attachment A)**

2.5 System Architecture/Data Management

- System must be a web-based application.
- System should use a robust database engine. Database platform must be the most

current version. All data collected should be backed up so that no data is lost. Historical data shall be available in a format that is directly accessible by or importable into common database management and analysis tools.

- System should support multiple browsers, and update to ensure compatibility with new browser versions.
- System should display and provide the ability for managers/dispatchers to review on the map display the chronological sequence of reported locations for a specified vehicle over a specified time period. System shall provide controls to view the entire sequence of reported locations from the beginning of the time period or to step through the sequence incrementally forwards or backwards (play back).
- Operations and performance data will be stored in a historical database that will provide rapid access for common and recurring operational reports and a database reporting tool for developing ad hoc reports.
- Commuter/fixed route data must be GTFS compatible and open source is preferred.
- Capacity to integrate third-party data.
- All data is the property of RMRTD and will not be shared with third parties unless authorized by RMRTD.
- Upon termination of the contract arising out of this RFP, the Contractor must make the data available to RMRTD to comply with IPRA requests.

For this project, RMRTD would require the Offer or Offeror's contractor/hosting facility to:

- Host the fixed route/demand response scheduling software system.
- Be responsible for converting the existing databases (client, addresses, drivers, routes/runs from Microsoft Excel or Access) to the new scheduling software and ensure that data is accurately converted and to ensure the integrity of existing data. In the event that certain fields within the existing database are not supported in the proposed scheduling system, RMRTD shall be notified and negotiations held to determine the importance of the field and whether the agency will require customization of the database structures.
- Implement all applicable and available software upgrades and patches during the implementation and warranty periods, and resolve any compatibility issues with other parts of the overall system due to such upgrades or patches.
- Provide a back-office system. The system and facility should have a 99.99% availability or higher redundant communications, be hardened and secure and employ fail safe technology.
- Provide all services necessary to design, procure, install, integrate, test and place into service the fixed route/demand response scheduling software back-office system.
- Ensure the hosting agreement shall include all services necessary to maintain and make available for daily use fixed route/demand response scheduling software back-office system.
- Provide an outline of its disaster recovery process in the event either the scheduling system and back-off system go down.

2.5.1 Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL) and Scheduling

- System shall provide real time bus tracking from Dispatch with a display that is capable

of displaying live locations of entire fleet of vehicles or query for specific category of vehicles.

- System should have the ability to show real-time information and historic playback.
- System should provide real-time arrival predictions.
- System should have the ability to accommodate deviations from commuter/fixed routes to accommodate demand response riders.
- System should have an auto refresh rate that is sufficient to give accurate vehicle GPS locations.
- System should allow text messages between driver and dispatch.

2.5.2 Mobile Data Computer (MDC)

RMRTD is requesting the Offeror include a compatible tablet, to be used as the mobile data computer (MDC). The install must include: mounting hardware, cables, all needed electrical components, communication components (modems, GPS, antennas, signal amplifiers, and receivers and if feasible covert/overt alarm functions), and installation for each listed vehicle in Table 4. Please show this as a per vehicle cost in Attachment A.

Tablet mounting hardware and protective equipment must be ruggedized and protective (drivers will be removing tablets).

Tablet must be plugged to vehicle power. Tablet must not draw on battery after bus is shut off. Delayed shut down time for tablet should be configurable.

Tablets should be able to handle different weather conditions. (Tablet equipment and hardware shall operate in accordance with specifications for ambient temperatures from -10 °F to 140 °F. If not compliant, please provide operating temperature ratings for the equipment). Please see Attachment A for details.

Tablet's software should allow the following:

- Unique driver log-in
- Route selection
- Next stop arrival times
- Bus stops (nodes) for Commuter/Fixed Routes
- Driver manifest for Dial-A-Ride with trip updates pushed to device in real time
- Map function or navigation system with turn by turn directions
- Manual ridership counting
- Off the shelf tablets are preferred
- Ability to provide an audible tone to alert drivers of incoming messages

2.5.3 Scheduling Software

The software shall be installed on five dispatcher, two transit manager, one clerk, one special projects planner and one assistant transit director workstations. In addition, installation for two users in order to accommodate future growth.

Commuter/Fixed Route

- Route selection
- Driver selection
- Next stop arrival times
- Bus stop (nodes) for Commuter/Fixed Routes
- Provide ability for manager oversight to monitor performance of system real-time

Demand Response

- Demand Response scheduling and dispatch software.
- Display electronic manifest for drivers.
- Show available capacity to assist dispatchers in scheduling next day and same day trips.
- Driver management and access to manifest from mobile data tablet.
- Provide customer information online and allow editing capabilities of personal information and scheduled trips.
- Offer call and/or text feature to inform clients about upcoming scheduled trips.
- Provide ability for manager oversight to monitor performance of system real-time.
- Offer the ability to automatically or manually schedule trips.
- System should allow for tracking of trip pickup and drop off times, distances and origin and destination of each passenger.

2.5.4 Automated Voice Annunciators (AVA) – (Optional)

- Offeror should have the ability to create audio files in English and Spanish for all internal and external audio announcements with automated pre-set messages at designated locations.
- Ability to announce advertised stops, key transfer points and public service announcements.
- Ability to program remotely and push to vehicles.
- Announcements can be controlled or overridden by driver, if desired, with bus microphone.
- Independent volume settings must be permitted for the interior and exterior announcements.
- In the event that a vehicle is operating off-route, the internal automated announcement/displays shall not be made. Once the route is reacquired, the system shall automatically determine and announce the next valid bus stop or other designated location. The response of the AVA to off-route and on-road detection should be automatic and not require operator intervention or action.
- Provide for the potential integration of internal LED “Next Stop” scrolling signs.
- Demand response vehicles are used on rural routes and fill in for commuter/fixed route buses during emergencies and consequently may have AVA installed as part of this project.

2.5.5 Automatic Passenger Counters (APC) – (Optional)

- Tracking of boarding's and alighting's manually or with APCs installed at either the front door (smaller buses) or installed on front and rear doors (larger buses) or other proposed and agreed upon locations.
- Passenger counting sensors used in the program shall have a proven accuracy of at least 95% of actual boarding's and alighting's. Counting accuracy should have features to reduce or eliminate counting inaccuracies caused by passengers carrying items such as packages, boxes or backpacks onto the vehicle.
- Must not interfere electronically with the operation of the transit vehicle or its onboard electronic equipment such as security equipment, engine control, etc.
- APC hardware must be durable to withstand the environment and elements associated with transit operations.
- Ability to collect and store GPS data.
- Reports including ridership by route and stop for specific periods (yearly, monthly, weekly, daily, etc.).

2.5.6 Mobile App/Online Viewer (Optional)

- Live bus tracking viewable by public users.
- Ability to provide riders with arrival predictions, schedules, custom alerts, etc.
- Ability to assist users with navigation from origin to destination.
- Real-time data should be viewable on all devices (cell phone, laptop, tablet and desktop); and with operating systems: Windows, Android and iOS.

2.5.7 Mobile App/Online Rider Trip Management (Optional)

- Allow for a mobile app and/or link on RMRTD's website for riders to manage their demand response trips.
- Allow riders to request, view and cancel trips via the mobile app or online at RMRTD's website.
- Online requests and/or cancellations should be sent automatically to dispatch.
- Real time data should be viewable on all devices: Windows, Android and iOS.

2.5.8 Interactive Voice Recognition (IVR) -- (Optional)

- Allow riders to cancel trips and check the status of their trip (i.e. estimated pick up time).
- Allow for automatic calls to riders who request a call out letting them know the bus is on its way to pick them up.

2.5.9 Reporting

The reporting system shall be capable of generating browser-based daily, monthly, annual and user defined reports addressing operations, financial, customer, customer service, system, maintenance, management and planning considerations, as well as Federal Transit Administration (FTA) National Transit Database (NTD) required reports.

Reporting must address regular and ad-hoc requirements, and reporting frequency. All reports must use some type of web-based reporting application and shall have the ability to export data

into file formats that can be viewed and edited with standard office software (e.g., Microsoft Word or Excel, XML, CVS or PDF formats). Reports can be customized and setup to be distributed to needed RMRTD staff by automated email.

Specific required reports include, but are not limited to, the following:

- Trips provided by division.
- Ridership by billing agency.
- Ridership by type i.e. demand response, fixed route, etc.
- Passenger travel time, by run or user group.
- Service denials.
- Percent of trips that are subscription (standing orders).
- Number of cancellations and no-shows.
- Number of total vehicle hours/miles.
- Number of total revenue hours/miles.
- Fares received (by source and type, i.e. cash or pass).
- Active fleet (weekday and weekend).
- Actual versus negotiated pickup and drop off times.
- Late/failed pickups and drop offs.
- Productivity (by division, run/route, etc.).
- Number of incidents/accidents.
- National Transit Database (NTD) reports produced monthly or yearly.

2.5.10 Documentation and Training

The Offeror shall prepare all deliverables in both Microsoft Office (Word, Excel or PowerPoint) and Adobe PDF formats, with RMRTD granted full rights to reprint as needed.

The Offeror for all deliverables shall include the filename in the document footer and include in the filename the file release date.

Training

The Offeror shall provide onsite training courses for at least:

- Equipment installers/maintainers;
- Trainers of transit operators;
- Users of the scheduling/dispatch and fixed route software;
- Users of the AVL / CAD software;
- Transit Operators;
- Customer service staff; and
- Applications/systems administrators.

Note: The actual number of each of above categories of trainees will be provided after proposal award.

The Offeror shall provide all training materials in both Microsoft Office and Adobe PDF formats.

The Training Plan (TP), including the training schedule and course outlines, must be provided to RMRTD for review at least four (4) weeks in advance of the start of training. The TP must be approved by RMRTD before the start of training.

The Offeror shall furnish all special tools, equipment, training aids, and any other materials required to train course participants, for use during training courses only.

The instructors shall demonstrate a thorough knowledge of the material covered in the courses, familiarity with the training materials used in the courses, and the ability to effectively lead students in a classroom setting.

If any instructor is considered unsuitable by RMRTD, either before or during the training, the Offeror shall provide a suitable replacement within five (5) business days of receiving such notice from RMRTD.

The Offeror shall provide additional training to the original trainees for each deployment stage at no additional cost if major modifications are made to the system after the initial training due to system upgrades or changes made under warranty; and/or occurs at least six months after the completion of training, due to delays for which the Offeror is responsible.

The Offeror shall provide one annual onsite training at no cost as requested by RMRTD.

The Offeror shall provide one mobile Bus-In-A-Box (BIB) with full bus set up with tablet, etc. for RMRTD training purposes.

Manuals

The Offeror shall provide an As-Built Document (ABD) to RMRTD at the completion of each deployment stage.

The ABD shall include: (1) an inventory of all components supplied including supplier, model number, serial number and installation location (i.e. division/office computer or vehicle VIN); (2) an inventory of all spare parts supplied including supplier, model number, serial number and storage location; (3) all reference and user manuals for system components, including those components supplied by third parties; (4) all warranties documentation, including that for components supplied by third parties; (5) a diagram indicating the as-built interconnections between components; and (6) the version number of all software, including that supplied by third parties.

The Offeror shall provide Maintenance Manuals (MM) documenting: (1) how the system components were installed; (2) how to install and configure spare components; and (3) the schedule/procedures for preventative maintenance, inspection, fault diagnosis, component replacement and warranty administration on each system component.

The Offeror shall provide User Manuals (UM) for the dispatchers, documenting use of all functions of the software.

The Offeror shall provide Vehicle Operator Manuals (OM) for drivers documenting use of software on the tablet and on-board equipment.

The Offeror shall provide a Systems Manuals (SM) documenting: (1) the configuration and topology of central systems hardware and software; (2) central systems software functions and operations; (3) scheduled maintenance required for the central systems; and (4) database structure and data dictionary.

2.5.11 Customer Support

Software support during the warranty period shall include technical support for all proposed hardware and software, with a 24x7 support line, as well as providing, licensing, installing and integrating all released software patches and updates for the proposed solution.

Offerors should provide the range of technical support agreement alternatives offered to include type of support (e.g. website, phone or other), the exact hours of support, and any and all fees associated with the support.

For on-site support, the proposal shall include a list of the support firms, their support responsibilities and the response arrangements.

Offerors should dedicate a representative for the life of the contract who is familiar with nuances in addition to customer support.

The Offeror shall arrange for support from one or more qualified firms to be available on-site on a five-hour response basis when needed by RMRTD to assist with fault diagnosis or component replacement. For system issues that do not require on-site support, the Offeror must guarantee a one-hour response time for critical issues and a 1 to 3 days response time for non-critical issues.

If a support firm does not respond within the agreed-to response timeframe, or when a support firm is not able to provide the needed support, the Offeror shall provide, during the warranty period, supplementary support in accordance with an agreed-to escalation procedure. The escalation procedure can initially involve telephone support, but must culminate in the Offeror providing on-site support if needed. The proposal must define the proposed support escalation procedures.

RMRTD must be able to view the status of support request(s) at any time through an online tracking system to be provided by the Offeror.

2.5.12 Warranty

Equipment and labor warranty for the duration of the contract (minimum 5 years) on all hardware installed with a full replacement or five (5) day repair. Offeror or Offeror's vendor to provide spare replacement equipment when non-operational equipment is sent in for repair.

For all returned hardware due to malfunction, the selected Offeror or Offeror's vendor will cover shipping costs.

Option in Attachment A. The Offeror shall offer an option to extend the warranty period for the

system for years 3, 4 and 5. The Offeror shall document any differences in the warranty terms for these option years in their proposal.

2.5.13 Software Maintenance Updates/Upgrades

All software updates will be supplied at no cost throughout the life of the contract (minimum 5 years).

Offeror shall notify RMRTD at least one month in advance of the installation when new software releases become available.

Offer shall notify RMRTD at least six months in advance when it is expected that the current releases and related systems will no longer be supported

Offeror shall ensure that all existing software configurations are protected after the system has been upgraded or updated for the entire duration of the time when RMRTD uses the product.

Offeror must comply with RMRTD change management process when making any changes to supported systems. These changes must be reported to the RMRTD project manager.

2.5.14 System-Wide Replacement

If at least 25% of a given component requires repair or replacement within the warranty period, the component shall be deemed to warrant system-wide replacement.

System-wide replacement shall require the Offeror to replace all units of the suspect component throughout the system, whether or not they have exhibited any fault.

Even if the system-wide replacement activity extends beyond the end of the warranty period, the Offeror shall be obligated to complete it if the need was documented before the end of the warranty period.

3.0 PROCUREMENT CONDITIONS

This section of the RFP contains the schedule for the procurement and describes the major procurement events and the conditions governing the procurement.

3.1 Sequence of Events

The Procurement Manager will make every effort to adhere to the Procurement Schedules shown in this RFP. The time frames shown however may be subject to change at the discretion of the RMRTD.

Issue RFP – January 9, 2019

Pre-Proposal Conference – January 24, 2019, 1:00 – 4:00 PM (MST)

Proposals Due – February 13, 2019, 2:00 PM (MST)

Evaluation Committee – February 15, 2019

Oral Presentation(s)/Product Demonstration(s) – March 6, 2019

Selection of Finalist – March 15, 2019

3.2 Explanation of Events

3.2.1 Pre-Proposal Conference

There will be a pre-proposal conference associated with this RFP, on January 24, 2019, at 1:00 – 4:00 p.m. (MST) at the Mid-Region Council of Governments Office, located at 809 Copper Ave. NW, Albuquerque, NM 87102

3.2.2 Deadline to Submit Additional Questions

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

3.2.3 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 1 Acknowledgement of RFP Receipt as contained herein. The Acknowledgement of RFP 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.

3.2.4 Procurement Distribution List for Written Responses and Amendments

Only Offerors who submit the Acknowledgement of RFP Receipt as provided in Appendix 1 will be included on the procurement distribution list. Written responses to written questions and any solicitation amendments will be emailed to all potential Offerors whose organization appears on the procurement distribution list.

3.2.5 Submission of Proposal

All proposals must be received by the Procurement Manager or designee no later than by the time on the date shown on the cover page of this Request for Proposals. Proposals received after this deadline will not be accepted.

The date and time will be recorded on each proposal as it is received. Proposals must be addressed and delivered to the Procurement Manager at the address listed herein. Proposals 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. Proposals 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 proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be

disclosed to competing Offerors prior to contract award.

3.2.6 Technical Proposal Evaluation

An Evaluation Committee will evaluate proposals. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. The Offerors SHALL NOT initiate discussions. Potentially responsive proposals are proposals that are reasonably susceptible of being made responsive.

3.2.7 Selection of Finalists

The Procurement Manager will provide the list of finalists to the Executive Director. The Procurement Manager will notify the finalist Offerors of their selections. Only finalists will be invited to participate in the subsequent steps of the procurement. The final schedule for the oral presentations (if necessary) will be determined at this time.

3.2.8 Oral Presentation/Product Demonstration by Finalists

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held at the RMRTD address noted herein. Each presentation will be limited to thirty minutes with an additional fifteen minutes for questions and answers.

3.2.9 Best and Final Offers from Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers.

3.2.10 Contract Negotiations

The contract will be negotiated with the most advantageous Offeror(s) to RMRTD. 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 RMRTD reserves the right to negotiate a contract with another Finalist Offeror without undertaking a new procurement process.

3.2.11 Contract Award

The contract shall be awarded to the Offeror or Offerors whose scores on the evaluation factors specified herein is sufficiently high and who negotiates a Contract of mutually agreeable terms with the RMRTD within a reasonable time as defined in this solicitation. Contracts are not valid until signed by the Executive Director of the RMRTD.

3.2.12 Protest of Award

An Offeror who has submitted a responsive Offer on this RFP may protest the award of a contract resulting from the RFP. 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 proposal 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.

Kim Monjaras
Procurement Officer
809 Copper N.W.
Albuquerque, NM 87102
Phone : 505-247-1750, Fax : 505-247-1753
[E-mail: kmonjaras@mrcog-nm.gov](mailto:kmonjaras@mrcog-nm.gov)

Protests received after the deadline will not be accepted.

3.3 General Requirements

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

The RMRTD requires that all Offerors agree to be bound by the "General Requirements" contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

3.3.1 Acceptance of Conditions Governing the Procurement

Offerors should indicate their acceptance of the "Conditions Governing the Procurement" section in the letter of transmittal.

Submission of a proposal constitutes acceptance of this solicitation's governing conditions and the evaluation factors contained herein.

3.3.2 Incurring Cost

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

3.3.3 Prime Offeror Responsibility

Any Offeror awarded a contract as a result of this RFP will be solely responsible for fulfillment of the contract with RMRTD. The RMRTD will make contract payments to

only the prime contractor.

3.3.4 Subcontractors

Intended use of subcontractors must be clearly explained in the proposal, 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 proposal or used in the performance of the contract.

3.3.5 Amended Proposals

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

3.3.6 Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager.

3.3.7 Proposal Offer Firm

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

3.3.8 Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal 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 proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

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 proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential or proprietary data.

3.3.9 No Obligation

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

3.3.10 Termination of RFP

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the RMRTD determines such action to be in the best interest of the RMRTD.

3.3.11 Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the offeror will affect such termination. The offeror will accept the RMRTD's decision as to whether sufficient appropriations and authorizations are available as final.

3.3.12 Governing Law

The laws of the state of New Mexico shall govern this procurement and any agreement with Offerors that may result.

3.3.13 Basis for Proposal

Only information supplied by the RMRTD in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

3.3.14 Contract Terms and Conditions

The contract between the RMRTD and an offeror will follow the format specified by the RMRTD. An Offeror may review the form of contract at the office of the Procurement Manager. However, the RMRTD reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP.

Should an Offeror object to any of the RMRTD's terms and conditions, as contained in this Section, that Offeror must propose specific alternative language. The RMRTD may or may not accept the alternative language. General references to the Offerors terms and conditions or attempts at substantive or complete substitutions are not acceptable to the RMRTD and will result in disqualification of the Offerors proposal.

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

3.3.15 Approval of Offeror Personnel

Personnel proposed in the Offeror's written proposal to the procuring agency are considered material to any work performed under this RFP and subsequent contract.

During the course of this procurement and after the contract has been signed, no changes of personnel will be made by the Offeror without prior written consent of the Procurement Manager. Replacement of any Offeror personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Offeror will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive immediately upon receiving assignments.

Approval of the replacement personnel shall not be unreasonably withheld.

The RMRTD shall retain the right to request the removal of any of the Contractor's personnel at any time.

3.3.16 Contract Deviations

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

3.3.17 Offeror Qualifications

The Procurement Manager may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Procurement Manager will reject the proposal 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.

3.3.18 Right to Waive Technical Irregularities

The Procurement Manager reserves the right to waive technical irregularities. The Procurement Manager also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals 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 RMRTD.

3.3.19 Project Team Prohibited Activities

RMRTD employees or RMRTD committee or board 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.

3.3.20 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.

3.3.21 RMRTD Rights

The RMRTD reserves the right to accept all or a portion of the proposal of an Offeror selected for award.

3.3.22 Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors, and contractors must secure from the RMRTD 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 proposal or termination of the contract.

3.3.23 Ownership of Proposals

All documents submitted in response to this RFP shall become the property of the RMRTD. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned upon written request after the expiration of the protest period: Offerors not selected for award of a contract that request return of materials within the time frame specified above may pick up the documentation at the RMRTD office within a fifteen-day period following the protest period.

3.3.24 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.

3.3.25 Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the RMRTD, the version maintained by the RMRTD shall govern.

3.4 Special Provisions

This procurement may be supported in part or in whole from time to time with federal, state and local public funds. Therefore, the following certifications are required for this solicitation:

3.4.1 Prohibition Against Use of Federal Funds for Lobbying

Neither the Offeror nor any subcontractor may use Federal assistance funds for publicity or propaganda purposes designed to support or defeat legislation pending before Congress. An executed Certification of Restrictions on Lobbying is required as provided in Appendix 3 of this solicitation.

3.4.2 Debarment and Suspension

The Contractor shall provide certification required by Department of Transportation regulations, Government-wide Debarment and Suspension, 49 C.F.R. Part 29 and otherwise comply with the requirements of those regulations. Certification is required as provided in Appendix 4 of this solicitation.

3.4.3 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 Offeror 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. Certification is required as provided in Appendix 5 of this solicitation.

3.4.4 Affirmative Action/Civil Rights Compliance

All proposals must include a certification for Affirmative Action/Civil Rights Compliance as provided in Appendix 6 of this solicitation.

4.0 RESPONSE FORMAT AND ORGANIZATION

4.1 Number of Responses

Offerors shall submit only one proposal for each Contract listed in this RFP.

4.2 Number of Copies

Offerors shall deliver: **one (1) original, seven (7) identical copies and one (1) digital copy:** one complete copy and one electronic copy without "Proprietary" information in PDF format to the location specified herein on or before the closing date and time for receipt of proposals.

4.3 Proposal Format

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Proposals shall be no longer than 100 pages (single sided) excluding tabs and front and back covers.

Pages shall be single spaced with a font of no less than number 11.

4.3.1 Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- Tab 1. Proposal Form: Appendix 2
- Tab 2. Project Understanding and Technical Approach to Tasks
- Tab 3. Quality Assurance/Quality Control Plan
- Tab 4. Qualifications and Resources
- Tab 5. Experience Providing Equivalent Products/Services and Client References – Project References Attachment B
- Tab 6. Pricing Schedule Attachment A (Pricing schedule—sealed separately)
- Tab 7. Forms and Certifications
 - Appendix 3: Certification Restriction on Lobbying
 - Appendix 4: Certification Debarment Suspension
 - Appendix 5: Campaign Contribution Disclosure Form
 - Appendix 6: Certification Affirmative Action/Equal Employment Opportunity
 - Appendix 7: Certification of Buy America

Within each section of the proposal, Offerors shall address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Forms and certifications included in Tab 7 are required to ensure that an Offeror has completed a responsive proposal. The completed certifications will not count toward the page limits for this solicitation.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

4.3.2 Proposal Form

Each proposal must contain - as the first item in the organized and indexed sequence – the fully executed Proposal Form as contained in Appendix 2. Failure to provide the form with all the information indicated to be inserted will result in rejection of the proposal as non-responsive.

5.0 SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

5.1 Project Understanding and Technical Approach to Tasks

Offerors shall provide a narrative on their understanding of the proposed work to include a project timeline.

5.2 Quality Assurance/Quality Control Plan

Offerors shall provide a description of quality control/quality assurance measures, standards, and processes in the project methodology that will ensure high-quality project deliverables that meet or exceed the specifications outlined in this RFP.

5.3 Qualifications and Resources

Offerors shall provide a description of their qualifications and resources available.

The RMRTD may require a business certificate from the Offeror showing the number of years the Offeror has been active in providing the services or selling the products.

5.4 Experience Providing Equivalent Products/Services and Client References

5.4.1 Firm Overview

- a. The proposal shall include a brief summary of the firm, its size and structure, the number of full-time and part-time employees, the number of years that the firm has been providing the described services, and capabilities in the relevant areas shall be described.

5.4.2 Other Clients

- a. Proposals shall include three (3) references where the Offeror either currently provides or provided scheduling/dispatching and fixed route software within the past five (5) years to either a Transit Agency or a Governmental Entity.
- b. The list shall include the name, address, phone number and e-mail address of the client's contact person in Attachment B.

5.5 Pricing

5.5.1 Offerors shall provide pricing costs in Attachment A of this RFP. These costs shall not include applicable gross receipts taxes. Cost shall be under separate cover, not included in the technical portion of proposal.

5.5.2 Offerors should assume a contract term of five (5) years with RMRTD having the option to renew for three (3) additional one (1) year terms. Prices will be fixed for the two (2) year term and may be increased by the CPI for All Urban Consumers for the preceding 12-month period prior to executing the succeeding three (3) one (1) year terms. The term of the contract including any extensions or renewals, not to exceed eight (8) years in total.

5.5.3 This is a full-service contract. For purposes of this contract, full service shall mean that the price proposal includes, but is not necessarily limited to: all labor and fees, all material and supplies, special requests; all administrative, reporting or other requirements,

all overhead costs and profit. Details of service not explicitly stated in these specifications, but necessarily attendant to, are deemed to be understood by the Offeror and included herein.

6.0 EVALUATION

6.1 Technical Proposal Evaluation

The following is a summary of evaluation criteria. These factors, along with the general requirements and special provisions, will be used in the evaluation of Offeror proposals.

Evaluation Criteria – 150 Max Points

- Capability of the proposed system to meet agency needs
- System ease of use and functionality
- Qualifications of Personnel Assigned to the Project
- Price

Figure 1 Rating System

| Overall Evaluation | Assigned Rating | Definition Relative to Content of Proposal | Definition Relative to Capability/Plans of Proposer to Satisfy Evaluation Guidelines |
|--------------------|-----------------|---|---|
| Unacceptable | 1 | Pertinent information is: <ul style="list-style-type: none"> • Not provided • Ambiguous | Unacceptable because: <ul style="list-style-type: none"> • Serious shortfalls in capability exist, and/or • Plans are unacceptable |
| Poor | 2 | Pertinent information is: <ul style="list-style-type: none"> • Not complete; • Poor in detail; • Poor in clarity; • Somewhat ambiguous; and/or • Poorly presented. | Poor because: <ul style="list-style-type: none"> • Shortfalls in capability exist in critical areas; • Widespread shortfalls exist; and/or • Plans are poor, ill-conceived, etc. |
| Marginal | 3 | Pertinent information is: <ul style="list-style-type: none"> • Nearly complete and • Unambiguous, but is marginal in: <ul style="list-style-type: none"> ○ <i>Detail;</i> ○ <i>Clarity; and/or</i> ○ <i>Presentation.</i> | Marginal because: <ul style="list-style-type: none"> • Shortfalls in capability exist in noncritical areas (but not in all areas); and/or • Plans are marginal. |

| | | | |
|------------|---|--|--|
| Acceptable | 4 | Pertinent information is: <ul style="list-style-type: none"> • Complete; • Sufficiently detailed; • Clear; • Unambiguous; and • Well presented. | Satisfactory because: <ul style="list-style-type: none"> • No shortfalls in capability exists that cannot be rectified or compensated for; and • Plans are satisfactory. |
| Excellent | 5 | | Response indicates excellent capability and plans to support the contract effort. |

Team members will evaluate the proposals individually on the criteria described below in Figure 2 and the maximum number of points available for that criteria.

Figure 2 Evaluation Form

| Evaluation Criterion | Score (0-5) | Comments |
|---|--------------------|-----------------|
| Capability of the Proposed System to Meet Agency Needs (Max 35 points) | | |
| Compliance with functional specifications | | |
| Proven system reliability in a public transit bus application | | |
| Proposed project management plan and project schedule | | |
| Ensure adequate driver, dispatch, and administration training | | |
| Secure login system to ensure only authorized personnel | | |
| Minimization of risk by use of the most current, proven and available state-of-the-art technologies | | |
| Experience of vehicle hardware installation crew | | |
| System Ease of Use and Functionality (Max points 25) | | |
| Ease of accessing, viewing, scheduling and system interface. | | |
| Ease / dependability of scheduling trips | | |
| Ease of access from different locations (i.e. home or other transit computer). | | |
| Easy to use web-based reporting | | |

| | | |
|--|--|--|
| Ease of use by a non-technical user | | |
| Qualifications of Personnel Assigned to the Project (Max points 25) | | |
| Project experience and past performance on similar projects with transit systems of comparable function and size | | |
| Financial solvency and capacity | | |
| Results of contacting customer references related to similar projects | | |
| Project management team and personnel experience | | |
| Availability of key personnel to meet project schedule | | |
| Price (Max points 15) | | |
| Comparative to similar systems/proposals for each element in the Price Proposal Form (Attachment A) | | |
| Price appears to be reasonable and cost effective | | |
| Ongoing support cost | | |
| Subtotal Points (100) | | |
| Oral Interviews/Product Demonstration – Max points 30 | | |
| Best & Final Offers (If Necessary) – Max Points 20 | | |
| Total Maximum Points | | |

6.2 Evaluation Process

RMRTD Evaluation Team will evaluate proposals. The evaluation team will select the proposal that is most advantageous to RMRTD, considering the evaluation criteria.

6.2.1 The evaluation team will evaluate and score all proposals received.

- 6.2.2 Proposals not meeting the mandatory requirements stated within the RFP and those, which are not responsive, will not be given further consideration.
- 6.2.3 The Procurement Manager may contact the Offeror for clarification of the response as specified herein.
- 6.2.4 Proposals in the competitive range will be determined. These Offerors may be asked to demonstrate their products to the RMRTD Evaluation Team.
- 6.2.5 When demonstrations, discussions and negotiations are concluded, RMRTD may request revised proposals and/or best and final offers from responsible Offerors in the competitive range.
- 6.2.6 Proposals will be re-evaluated and scored. The evaluation team will recommend award to the Offeror with the highest overall score. The recommendation must be approved by the RMRTD Executive Director prior to the execution of a contract.

NOTE: RMRTD reserves the right to make the award based upon the initial proposals submitted, without presentation or discussions.

Attachment A Pricing Schedule

Rio Metro Regional Transit District

RFP # 2019-02 - Rio Metro Regional Transit District Scheduling Hardware & Software

| All prices are to be in United States dollars | | |
|---|------------|------------|
| | Unit Price | Total Cost |
| Pricing for complete scheduling and fixed route software system (per Section 2). Including existing client database conversion, trip booking, scheduling, dispatching, tracking playback, setup of system, and training of staff, training manuals, two-year warranty, and reporting application. | | |
| Pricing for tablets (MDC), vehicle installation, tablet setup, mounting equipment, electrical, and all cabling needed. This cost is for complete turnkey vehicle install. Show this as per vehicle cost. (Per Section 2) | | |
| Pricing for the full range of technical support agreements alternatives offered and any/all fees associated with the technical support (per Section 2). | | |
| Recurring annual charge for hosting of the cloud based/web-based system and back-office system inclusive of support and ongoing maintenance (per Section 2) | | |
| Spare tablets and installation equipment for three vehicle installs. | | |
| Optional Equipment Pricing | | |
| Year 3 Warranty Option | | |
| Year 4 Warranty Option | | |
| Year 5 Warranty Option | | |
| Year 6 Warranty Option | | |
| Automated Voice Annunciators (AVA) – (per Section 2) | | |
| Automatic Passenger Counters (APC) – (per Section 2) | | |
| Mobile App/Online Viewer to Locate My Bus (per Section 2) | | |
| Mobile App/Online Rider Trip Management (per Section 2) | | |
| Interactive Voice Recognition (IVR) | | |
| | | |
| TOTAL PRICE (WITHOUT OPTIONS) | | |
| TOTAL PRICE (WITH OPTIONS) | | |
| <hr/> Company Name | | |
| <hr/> Authorized signature Date | | |

**Attachment B
Project References**

Business / Agency Name: _____

Contact Person (Reference): _____

Contact Person Phone Number: _____

Project Type: _____

Year Project Completed: _____

Business / Agency Name: _____

Contact Person (Reference): _____

Contact Person Phone Number: _____

Project Type: _____

Year Project Completed: _____

Business / Agency Name: _____

Contact Person (Reference): _____

Contact Person Phone Number: _____

Project Type: _____

Year Project Completed: _____

APPENDIX 1
ACKNOWLEDGEMENT OF RFP FORM
RFP#: 2019-02

In acknowledging the receipt of this Request for Proposal, the undersigned agrees that a complete solicitation has been received, beginning with the title page and table of contents, Attachment A & B, Appendix 1-7 and Exhibit A.

The acknowledgement of receipt should be signed and returned to the Procurement Officer.

| | | | |
|--|--|-------|--|
| Firm / Individual Represented by Phone No. | | Title | |
| 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 Proposals.

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

Return to: Kim Monjaras
Procurement Officer
809 Copper Ave. N.W., Albuquerque, NM 87102
Phone : 505-247-1750 ; Fax : 505-247-1753
E-mail : kmonjaras@mrcoq-nm.gov

APPENDIX 2
PROPOSAL FORM

RFP#: 2019-02

| | | | | | | | | |
|------------------------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|----------------|--------------------------|------------|
| Proposing Organization | | | | | | | | |
| Mailing Address | | | | | | | | |
| City/State/Zip Code | | | | | | | | |
| Head of Organization | | | | | | | | |
| Title | | | | | | | | |
| Telephone Number | | Fax Number | | | | | | |
| Proposal Contact Person | | | | | | | | |
| Title | | | | | | | | |
| Telephone Number | | E-Mail Address | | | | | | |
| Contract Signatory Authority | | | | | | | | |
| Title | | | | | | | | |
| Telephone Number | | | | | | | | |
| Tax/Legal Status | <input type="checkbox"/> | Corporation | <input type="checkbox"/> | For Profit | <input type="checkbox"/> | Not-for-Profit | <input type="checkbox"/> | Government |
| | <input type="checkbox"/> | 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 in Section 3.3.1.
3. I (We) acknowledge receipt of any and all amendments to this RFP, Nos. _____ to _____.

Signature of Officer _____ Date _____

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

To be submitted with each proposal or offer exceeding \$100,000.

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

behalf of _____ that;
_____(name of Offeror)

(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 and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee or 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 subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

For purposes of this Certification, this Agreement shall be considered a federal contract. This certification is a material representation of fact upon which reliance is 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
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED
TRANSACTIONS

RFP#: 2019-02

To be submitted with each proposal 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 proposal 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 proposal.

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
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP#: 2019-02

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 proposal 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 PROPOSAL 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 proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“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 proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal 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 Officer of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Official(s) if any: _____

RMRTD Name(s) of Applicable Official(s):

| | | | |
|---------------------|------------------|------------------------|------------------------|
| Larry Abraham | Robert Chavez | Diane Gibson | Debbie O'Malley |
| Christina Ainsworth | Tom Church | Charles Griego | Leon Otero |
| Wayne Ake | Pat Clauser | Col. Eric H. Froehlich | Robert Perry |
| M. Steven Anaya | Helen Cole | Don Harris | Dawn Robinson |
| Jhonathan Aragon | Jerah Cordova | Ted Hart | Manuel Romero |
| Myron Armijo | Greggory D. Hull | Hart Maggie Setbbins | Ken Sanchez |
| Connie Beimer | Patrick Davis | Mark Hatzenbuhler | Emily Sanchez |
| Isaac Beton | James Dominguez | Dan Lewis | Bruce Thomson |
| Richard Bruce | Julia DuCharme | Donald Lopez | Jack Torres |
| Leroy Candelaria | James Fahey | J. Don Martinez | Dr. Katharine Winograd |
| Vandora Casados | Lorenzo Garcia | Julie Morgas Baca | Glenn Walters |
| Gloria Chavez | Philip Gasteyer | Kenneth Murphy | Ron Williams |

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 6
CERTIFICATION REGARDING AFFIRMATIVE ACTION/EQUAL
EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION
AHRO Form CC 2

RFP#: 2019-02

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 instructions. If this does not apply, leave blank. Yes () No ()

Company Name of Offeror _____

Title _____ Date _____

Address _____

City/State/Zip Code _____

Telephone Number _____ Fax No. _____

Signature _____

Printed Name _____ Email Address _____

**APPENDIX 7
BUY AMERICA CERTIFICATION
RFP#: 2019-02**

PID: _____ Project Name: _____
Project Description: _____

The undersigned Proposer hereby certifies on behalf of itself and all contractors (at all tiers) that it will meet Buy America requirements in 23 CFR 635.410, using one of the following provisions:

_____ **The product contains no steel or iron products manufactured outside the United States.** To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. The Buy America process does not apply to this project. If there is ANY foreign steel or iron in your product you may not check this box.

_____ **The product has minimal use of steel or iron products manufactured outside the United States.** The Buy America regulation does “not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project. If this minimal use clause applies to your project, then please provide documentation indicating that this requirement is being met. The Buy America process does not apply to your project.

_____ **The product meets the standards for the FHWA Manufactured Products waiver.** FHWA policy provides for a Buy America waiver for certain manufactured products. To be eligible for the Manufactured Products waiver, the product must consist of less than 90% steel or iron content when it is delivered to the job site for installation. Please [click here](#) for the full guidance on manufactured products. If your product meets this manufactured products definition, please provide documentation of how the product is a manufactured product and submit to ODOT for approval.

_____ **The product has foreign steel or iron; a Buy America waiver is required.** ODOT may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, Proposer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Department. The waiver process can take time and the project may not move forward until a waiver is completed.

A false certification is a criminal act in violation of 18 USC 1001. Should this Agreement be investigated, Proposer has the burden of proof to establish that it is in compliance.

Proposer: _____
Signature of Authorized Official: _____
Name of Authorized Official: _____
Title: _____
Date: _____

EXHIBIT A
DRAFT CONTRACT

RFP#: 2019-02

This Agreement ("Agreement") is made and entered into on the date last entered below, by and between _____ ("Contractor"), and the Rio Metro Regional Transit District ("RMRTD"), an association composed of and representing local governments within New Mexico State Planning and Development District Three, herein referred to as "Parties."

RECITALS

WHEREAS, the RMRTD issued a Request for Proposals RFP _____-__, titled _____, dated _____, which is attached hereto as Appendix A, and by this reference made part of this reference made a part of this agreement; and

WHEREAS, the Contractor submitted its proposal, dated _____ in response to RFP _____-__, which proposal is attached hereto as Appendix B, and by this reference made a part of this agreement; and

WHEREAS, RMRTD desires 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 Agreement by all governmental agencies having jurisdiction over Contractor, and Contractor has the experience and expertise to perform the work or services required in this Agreement.

B. RMRTD has the right and power to enter into this Agreement.

Section 2. Scope of Services

A. The Contractor shall be available to assist the RMRTD in the services specified in Exhibit A (hereinafter referred to as "Services") related to the _____ Project 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 RMRTD.

B. Staffing. RMRTD designates _____ as RMRTD 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

RMRTD 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 RMRTD Project Manager. 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 Agreement. Contractor shall provide to RMRTD a statement of qualifications for each individual performing work under this Agreement when requested to do so by RMRTD. 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, RMRTD agrees 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 Agreement, 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 Agreement.

B. This Contract is for on call services related to the tasks specified in Exhibit A attached hereto. Written work authorizations shall be issued that describe the task(s) specified in in Exhibit A in detail and the related level of compensation. No compensation shall be provided by the RMRTD for work not specifically authorized in this manner, or for work beyond the amount stated in the work authorization.

Section 4. Method of Payment.

A. Payment to Contractor. Amounts due to Contractor shall be paid to the Contractor upon receipt by RMRTD of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of RMRTD and upon receipt of payment by RMRTD 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 RMRTD Project Manager and the Contractor. Payments shall be made only after verification and acceptance of the progress reports by the RMRTD Project Manager.

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

Section 5. Time of Performance

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

Section 6. Option to Extend Term

- A. RMRTD may extend the term of this Agreement for up to _____ (___) 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 Agreement expires. The preliminary notice does not commit RMRTD 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 Agreement.
- B. If RMRTD exercises this option to extend the term of the Agreement, the extended Agreement shall be considered to include this option provision.
- C. The total duration of this Agreement, including the exercise of any options under this clause, shall not exceed _____ (___) years.

Section 7. Independent Contractor

Neither Contractor nor its employees are considered to be employees of RMRTD 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 RMRTD under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of RMRTD.

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 Agreement. Such personnel shall not be employees of nor have any contractual relationship with RMRTD.
- 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.
- D. None of the work or the Services covered by this Agreement shall be subcontracted without the prior approval of RMRTD. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

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 Agreement, such insurance as is required in this Agreement. 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. When requested by the RMRTD, Contractor shall provide to the RMRTD copies of any or all policies of insurance for the insurance coverage required in this Section.

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 subcontracts, or assigns or otherwise transfers any interest in any part of this Agreement, the Contractor shall include any or all transferees in the Contractor's insurance policies or require such transferees to secure insurance if required by law to cover all hazards associated with Services provided hereunder 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 RMRTD 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.

The Contractor shall furnish the RMRTD with certificates of insurance, substantially the same as Exhibit D, and shall deliver said certificates to the Project Manager, RMRTD, 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 RMRTD 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 RMRTD. Documents establishing the continuation or replacement of insurance shall be received by the RMRTD no less than 30 days prior to the expiration of the insurance coverage.

B. Approval of Insurance. Even though a "Notice to Proceed" may have been given, neither the Contractor nor any contractors, assignees or other transferees of the Contractor shall begin any operations pursuant to this Agreement 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 RMRTD shall relieve the Contractor or any transferees of full responsibility to maintain the required insurance in full force and effect.

C. Commercial General Liability Including Automobile. The Contractor shall procure and maintain policies of insurance for commercial general liability insurance and vehicle liability insurance for all vehicles used in its operation, as further described below. All such policies of insurance shall have liability limits in amounts of One Million Dollars (\$1,000,000) single limit liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance shall include coverage for premises (if applicable), operations, the Contractor's contractual liability to the RMRTD hereunder, and claims arising out of or from the Contractor's performance of this Agreement. Contractual liability coverage shall specifically insure the indemnification provision of this Agreement. The insurance policies shall contain "products" and "completed operations" coverage (if applicable) and shall not be written on a "claims made" form. The insurance policies shall include coverage for all use of, activities on, or operations with respect to

RMRTD premises, coverage for the use of all owned, non-owned, hired automobiles, vehicles, and other equipment, both on and off work. RMRTD reserves the right to review and modify the limits stated above at one-year intervals to give effect to the changing risk management environment and inflationary trends.

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 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 Agreement 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 Worker's 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 RMRTD, 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 Agreement shall apply to this paragraph. It is expressly agreed that the employees of Contractor are not RMRTD employees for any purpose.

G. Self-Insurance Retention/Deductibles. In the event any of the insurance policies required in this Section 7 (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 RMRTD and held by a bank authorized to do business in New Mexico which is acceptable to RMRTD.

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

I. Professional Liability Insurance. The Contractor shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, Professional Liability (errors and omissions) insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit of liability per occurrence with a general

aggregate of (\$1,000,000).

Section 10. Reports, Information and Ownership of Documents

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

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 RMRTD unless specifically authorized to do so in writing in advance by RMRTD.

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

D. Computer Program Licensing Agreements. RMRTD shall have the option to require (at RMRTD's cost) that the Contractor provide any and all computer licensing agreements necessary to permit RMRTD to use computer programs and data related to the services performed by Contractor under this Agreement.

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

F. Publication, Reproduction and Use of Materials. No materials or documents produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The RMRTD 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 Agreement. Contractor may use Materials created under this Agreement as reference and research materials and as representations of the services performed under this agreement only after the Materials are completed and accepted by RMRTD, provided that such Materials shall not include the RMRTD's confidential or proprietary information, to the extent the RMRTD provides Contractor with notice that such materials are considered confidential or proprietary by the RMRTD. The RMRTD shall provide professional credit for Contractor in promotional materials for services rendered pursuant to this Agreement, if so requested in writing by Contractor.

Section 11. Establishment and Maintenance of Records

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

Section 12. Audits and Inspections

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

Section 13. Changes

RMRTD 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 RMRTD and Contractor shall be incorporated in written amendments to this Agreement.

Section 14. Suspension

A. Suspension of Work. RMRTD shall be entitled at any time to suspend, delay, or interrupt all or any part of the Services required of Contractor by this Agreement. 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 Agreement.

B. Resumption of Work. In the event RMRTD 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 RMRTD 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 RMRTD 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 Agreement, or if Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, RMRTD shall thereupon have the right to terminate this Agreement 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 RMRTD for damages sustained by RMRTD by virtue of any breach of this Agreement by Contractor, and RMRTD may withhold any payment to Contractor for the purposes of set-off until such time as the exact amount of damages due RMRTD from Contractor is determined.

B. Termination by RMRTD: twenty (20) day notice. RMRTD may terminate this Agreement 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 Agreement is terminated by RMRTD 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 Agreement, less payments of compensation previously made. If this Agreement 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 Agreement shall, at the option of the RMRTD, become the property of the RMRTD, and Contractor shall deliver such work product to RMRTD within thirty (30) days of receipt of the request of the RMRTD.

D. Termination by Contractor: thirty (30) Day notice. The Contractor shall be entitled to terminate this Agreement in the event of a default by the RMRTD in the performance of any covenant or agreement herein required to be performed by the RMRTD and the failure of the RMRTD 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 RMRTD shall have remedied the default prior to receipt of the Contractor's notice of termination.

E. Non-Funding. The performance of this Agreement is contingent upon the necessary appropriations and authorizations forthcoming for the performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement may be terminated by RMRTD by giving notice to Contractor. Such event shall not constitute an event default by RMRTD. All payment obligations of the RMRTD shall cease upon the date of termination. The RMRTD's 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. Breaches and Dispute Resolutions

- A. Disputes. Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Rio Metro, herein defined as the Rio Metro Procurement Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Rio Metro Procurement Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Rio Metro Procurement Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.
- B. Performance During Dispute. Unless otherwise directed by Rio Metro, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.
- C. Remedies. If any controversy or claim arising out of this Agreement cannot be settled by the Parties directly, the Parties will submit the controversy or claim to mediation using a mediator mutually acceptable to the Parties or, if the Parties cannot agree on a mediator, a mediator chosen by each Party. If the Parties are unable, after a reasonable period of time, to produce through such mediation a mutually satisfactory resolution on the matter, the dispute will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Rio Metro is located.
- D. Right and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Rio Metro or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Section 17. Special Federal Provisions

This procurement may be supported in part or in whole from time to time with federal funds. Hence, Federal-Aid requirements and the following contractual clauses and certifications are applicable to this solicitation.

- A. Fly America. The Contractor shall comply with 49 U.S.C. 40118 (The "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of federal funds and their Contractors are required to use US Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless traveled by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier

and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements in this section in all subcontracts that may involve international air transportation.

B. Buy America. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)I and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. Contractor must submit the appropriate Buy America certification with all bids or offers on FTA-funded contracts exceeding \$100,000, except those subject to a general waiver. Certification is not required for this procurement due to lack of applicability per the scope of work detailed herein.

C. Seismic Safety. The Engineer agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Engineer agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

D. Energy Conservation Requirements. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

E. Energy Conservation Requirements. The Engineer agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

F. Prohibition Against Use of Federal Funds for Lobbying. Neither the Contractor nor any subcontractor may use Federal assistance funds for publicity or propaganda purposes designed to support or defeat legislation pending before Congress. Certification of Restrictions on Lobbying is required. Certification is required as provided in the solicitation.

G. Access to Records and Reports. The Contractor shall comply with all requirements of 49 U.S.C. 5325 18 CFR 18.36 (i) 49 CFR 633.17. The Contractor agrees to provide the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

H. Federal Changes. Contractor shall at all times comply with all applicable FTA

regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RMRTD and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

I. Clean Air. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the RMRTD and understands and agrees that the RMRTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

J. Clean Water. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to USDOT and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by USDOT.

K. Recycled Products. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

L. No Government Obligations to Third Parties. The RMRTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the RMRTD, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

M. ITS Standards. Section 5206(e) of the Transportation Equity Act for the 21st Century, Public Law 105-178, 112 Stat. 547, pertaining to conformance with the National Intelligent Transportation Systems Architecture and Standards. All ITS projects funded with Mass Transit Funds from the Highway Trust Funds shall use applicable ITS standards and interoperability tests that have been officially adopted through rulemaking by the United States Department of Transportation (US DOT). "FTA National ITS Architecture Consistency Policy for Transit Projects, Additional Grantee Guidance," is intended to provide additional clarification and to highlight resources that are available. This document will be made available to proposers upon request.

N. Program Fraud and False or Fraudulent Statements and Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

O. Federal Changes. The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Rio Metro and FTA, as they may be amended or promulgated from time to time during the term of this procurement. The Contractor's failure to so comply shall constitute a material breach of this contract.

P. Debarment and Suspension. The Contractor shall provide certifications required by Department of Transportation regulations, "Government-wide Debarment and Suspension (Nonprocurement)," 49 C.F.R. Part 29, and otherwise comply with the requirements of those regulations. Certification is required as provided in the solicitation.

Q. ADA Access. The Subrecipient shall comply with 49 U.S.C. Section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, with 29 U.S.C. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Sections 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. Sections 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities.

R. Civil Rights Compliance. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of

1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract: Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies undertaken in the course of the Project.

Affirmative Action - 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any Federal implementing requirements.

Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any further Federal implementing requirements.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties. Acceptance of offer is contingent upon the bidder's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders and New Mexico statutes relating to the enforcement of civil rights.

S. Disadvantaged Business Enterprise. The contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged*

Business Enterprises in Department of Transportation Financial Assistance Programs. Rio Metro Regional Transit District (RMRTD) adheres to the annual DBE goal established by the State. The overall goal for DBE participation utilizing race-neutral measures is 3.94%. A list of certified Disadvantage Business Enterprises can be obtained from the New Mexico Department of Transportation, Office of Equal Employment Opportunity Programs (OEOP), P.O. Box 1148, Santa Fe, New Mexico 87504-1148 or from the following state website: <https://nmdot.dbesystem.com/FrontEnd/VendorSearchPublic.asp?TN=nmdot&XID=177>. A separate contract goal has not been established for this procurement.

Contractor 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 this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as deemed appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. If applicable, the prime contractor is required to pay all retainage owed to each subcontractor for satisfactory completion of accepted work within 30 days from the receipt of each payment the prime contract receives from RMRTD. Any delay or postponement of payment beyond the above referenced time frame may occur only for good cause following written approval from the RMRTD

The contractor must promptly notify RMRTD whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent.

Q. Incorporation of Federal Transit Administration (FTA) Terms. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause the agency to be in violation of the FTA terms and conditions.

R. Text Messaging While Driving. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the Contractor is encouraged to comply with the terms of the following Special Provision.

Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

Safety. The Contractor is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving Contractor owned or rented vehicles or Government-owned, leased or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Contractor's size, such as: Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its subcontracts with its subcontractors and third party contracts and also encourage its subcontractors, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subcontract, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Section 18. 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 Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the RMRTD or the Contractor in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.
- 2) **Waiver.** No provision of this Agreement 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 Agreement 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 Agreement. 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 Agreement 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 Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.
- 5) **Entire Agreement.** This Agreement 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 Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this contract, and all such conditions, understandings and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.
- 6) **Relationship of Contract Documents.** All documents attached to this Agreement or incorporated into this Agreement 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 Agreement are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are

consistent with its conditions and terms.

8) **Applicable Law.** This Agreement 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 RMRTD.

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

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

B. Discrimination Prohibited.

1) **General.** In the use and occupation of the RMRTD 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 RMRTD 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 Agreement, 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 RMRTD 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 Agreement.

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 Agreement.

C. Indemnification Agreement.

1) General Indemnification. The Contractor agrees to indemnify and hold harmless the RMRTD, 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 Agreement.

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

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 RMRTD and on behalf of the RMRTD, (c) and satisfy judgments finally establishing the liability of the RMRTD in all actions for which the Contractor is obligated to indemnify the RMRTD, including its officers, employees or agents, pursuant to this section, and (d) pay, or cause to be paid: (1) all costs assessed against RMRTD 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 RMRTD for investigation, negotiation, and defense, including but not limited to expert witnesses' and attorneys' fees incurred.

5) Miscellaneous. RMRTD 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 RMRTD. In the event RMRTD fails to give Contractor notice of any such demand, notice, summons, or other process received by RMRTD, 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 RMRTD, then such failure or delay shall release Contractor of its liability as set forth in this Indemnification Agreement, 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 RMRTD. This section shall not be construed as a waiver of the RMRTD's 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 RMRTD.

D. Assignment and Subletting. The Contractor shall not assign or otherwise transfer, in whole or in part, any of the rights granted in this Agreement without the prior written approval of the RMRTD. The RMRTD shall not be required to approve any assignment or other transfer of this Agreement that would result in the Services required in this Agreement 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 RMRTD 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 RMRTD Board of Directors, officer or employee of the RMRTD or the Rio Metro Regional Transit District (RMRTD), an administrative entity for the RMRTD, has or hereafter acquires any direct, indirect, legal, or beneficial interest in the Contractor or in any contract, lease, or agreement between the RMRTD and the Contractor, or in any franchise, concession, right, or privilege of any nature granted by the RMRTD to the Contractor in this Agreement or otherwise.

2) Fair Dealing. The Contractor covenants and warrants that the only person or firm interested in this Agreement as principal (or principals) are named in this Agreement and that no other person or firm has any interest in this Agreement, and this Agreement 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 Agreement, shall be, offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the RMRTD with a view toward securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

F. Approvals, Consents and Notices.

1) All notices, consents, and approvals required by this Agreement 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:

RMRTD: 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 Agreement.

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

H. No Partnership or Agency. Nothing contained in this Agreement 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 RMRTD for any purpose whatsoever.

I. Force Majeure. Except as expressly provided in this Agreement, neither RMRTD 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 Agreement 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 Agreement.

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 RMRTD 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 Agreement. Contractor agrees to defend, indemnify and hold harmless the RMRTD, pursuant to the Indemnification Agreement 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 Agreement by Contractor. In the event a claim is made that the use of materials is such an infringement, the Contractor shall either procure for RMRTD the right to continue using such materials, make modifications resulting in the elimination of the infringement (and continue to meet the requirements of this Agreement) or replace such material with non-infringing materials of a like functionality that meet the requirements of this Agreement.

M. Savings. RMRTD and Contractor acknowledge and agree that they have thoroughly read this Agreement, 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. RMRTD and Contractor further acknowledge that the Agreement is the result of negotiations between them and that this Agreement shall not be construed against either party by reason of that party's preparation of all or part of this Agreement.

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

RIO METRO REGIONAL TRANSIT DISTRICT

By: _____
Executive Director

Date: _____

CONTRACTOR

By: _____
Title: _____

Date: _____

APPROVED AS TO FORM

By: _____
RMRTD Legal Counsel

Date: _____

APPENDIX A

REQUEST FOR PROPOSAL

RMRTD Procurement No. _____ - _____

APPENDIX B

PROPOSAL FROM: _____

RMRTD Procurement No. _____ - _____

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF FEES

EXHIBIT C

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 |
| | COMPANIES AFFORDING COVERAGE |
| | COMPANY |
| | LETTER A |
| | COMPANY LETTER B |
| | COMPANY |
| INSURED | COMPANY LETTER D |
| | COMPANY LETTER E |

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.

| 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-COMP./OP.AGG. | \$ |
| | | | | | PERSONAL & ADV. INJURY | \$ |
| | | | | | 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 <input type="checkbox"/> SELF INSURANCE RETENTION | | | | 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

Rio Metro Regional Transit District is added as an additional insured.

| | |
|---|----------|
| CERTIFICATE HOLDER Rio Metro Regional Transit District 809 Copper Ave., N.W. Albuquerque, NM 87102 | Director |
| 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 RMRTD. | |