



RIO METRO REGIONAL TRANSIT DISTRICT

LETTER OF INVITATION

REQUEST FOR QUALIFICATION (RFQ) STATEMENTS

Date of Issuance: **August 2, 2017**
Status: Ongoing
Attention: All potential respondents
Subject: Job Access Transportation Service Providers

Rio Metro Regional Transit District (RMRTD) is currently accepting Qualification Statements from qualified, experienced and capable companies to provide Job Access transportation services for its eligible riders in Bernalillo and Sandoval Counties. All respondents to this RFQ should focus on and provide the requested information to show their proven qualifications and experience that will be used to provide these services to RMRTD as further described in this RFQ.

As part of this process, RMRTD is interested in your company's ability to provide quality service and performance and seeks to establish contracts with transportation providers to use for scheduled and "on demand" trips in order to continue providing Job Access transportation in Bernalillo and Sandoval Counties. Service must be available 24/7. Some but not all passengers may have special mobility needs. Respondents to this RFQ are encouraged to propose alternative means of compliance with the requirements of the RFQ as long as they do not compromise the service quality of the Job Access program or violate RMRTD's underlying obligations to Federal Transit Administration (FTA). For example, if the respondent uses smart phone technology to communicate with drivers, rather than radios, they should justify how this method of communication will perform just as well. However, if a respondent fails to describe such alternatives or exceptions to the RFQ in their proposal, RMRTD will assume that the respondent intends to comply with the requirements as stated in the RFQ.

This is a continuous, ongoing RFQ and interested parties may submit Statements of Qualifications at any time. This RFQ may be closed without prior notice. The proposal process and the terms and conditions will be in strict accordance with this RFQ. All forms within this solicitation are to be completed in their entirety and submitted according to the directions and instructions given. All qualifying transportation providers will continue to be afforded a contracting opportunity if there is a demonstrated need.

Sincerely,

Rio Metro Regional Transit District

Request for Qualifications (RFQ) Job Access Transportation Service Providers

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I. Background

The RMRTD is the primary regional transit provider for Bernalillo, Sandoval and Valencia counties, offering transit service between municipalities and across county lines. RMRTD manages the New Mexico Rail Runner Express commuter rail and operates and/or funds select bus routes in the three-county area. RMRTD's services also provide links to other state-wide destinations and transportation markets including Santa Fe, Taos, and Socorro. The agency's top priority is providing service that enables customers to access regional destinations, a critical transportation need since tens of thousands of trips occur each day between different towns, cities, Tribal areas, and counties in the service area.

From July 2016 to June 2017, RMRTD utilized 3 different companies to provide Job Access transportation for scheduled and "on demand" trips in the designated service area (see Exhibit B "Service Area Map"). The following is a summarization of the total number of trips that were provided by the 3 transportation providers.

	Regular Trips	ADA Trips
Total # of Trips by Transportation Providers	11,573	3,127

*The statistics provided above are to be used as estimates only. Any Agreements resulting from this solicitation have no guaranteed minimum usage. Services are on an as-needed basis only.

II. Scope of Services

The Job Access Transportation Program is designed to assist eligible low-income riders get to work, day care and home.

1.0 SCOPE

- 1.1 This scope of services covers the requirements for the Contractor to provide specialized transportation services for the RMRTD Job Access (JA) program, for approved Job Access riders that are residents of Bernalillo County and the city of Rio Rancho.
- 1.2 The Job Access program is available to approved Job Access riders who are residing and working within the RMRTD Job Access service area. The Job Access program service area includes Bernalillo and Sandoval Counties. See Section VI for Job Access Program service area map.
- 1.3 Trips will begin and end in the service area defined above.
- 1.4 Trips are provided between home and work or training, including stops at childcare as necessary. These transportation services will be provided 24 hours a day, 365 days a year.
- 1.5 RMRTD will provide the Contractor, typically on a daily basis during normal business hours, a Job Access Daily Ridership report with the most current list of approved riders, approved trips (home, work and day care), the rider's fare and the remaining balance due from RMRTD to the Contractor.
- 1.6 Each approved rider will contact the Contractor directly to schedule a ride. Prior to scheduling a ride, the Contractor will verify the rider's eligibility and the eligibility of the trip request by referencing the Job Access Daily Ridership report.
- 1.7 If a Job Access rider schedules a ride that is not on the Daily Ridership report, the Contractor will notify the individual that his/her requested ride cannot be scheduled and will direct the Job Access rider to contact RMRTD at 505.724.3623 to update his/her pickup/drop off address.
- 1.8 Trips may include a stop to drop off or pick up children at childcare. Such stops are not to exceed five (5) minutes.

2.0 CONTRACTOR RESPONSIBILITIES

- 2.1 The Contractor shall ensure compliance with this Scope of Services.
- 2.2 The Contractor shall have a least one (1) ADA accessible vehicle to provide trips to disabled Job Access riders.
- 2.3 The Contractor shall be responsible for providing transportation services to approved Job Access riders' pickup/drop off address listed in the Job Access Daily Ridership report.
- 2.4 The Contractor shall maintain radio dispatching capabilities 24 hours per day with all vehicles providing Services under this Contract.
- 2.5 The Contractor shall ensure that Job Access riders receive prompt and courteous service.
- 2.6 The Contractor shall inform RMRTD within 24 hours or by the next business day, whichever is earlier, of any Job Access rider complaints or incidents that occurred while the Contractor was transporting a Job Access rider via telephone at 505.724.3623 or email at JAccess@mrcog-nm.gov.

- 2.7 The Contractor shall inform RMRTD immediately of any accident that occurs while the vehicle has a Job Access rider onboard via telephone at 505.724.3623 or email at JAccess@mrcog-nm.gov.
- 2.8 The Contractor shall make available to RMRTD Job Access personnel any voice or video recordings to fully investigate any Job Access rider complaints or incidents.
- 2.9 The Contractor and RMRTD shall agree to resolve all disputes; however, RMRTD retains the right to make the final decision in resolving any disputes that may arise.
- 2.10 The Contractor at all times shall maintain the confidentiality of each Job Access rider's name, trip cost and address and will not provide that information to any person except as required for operations or as required by law.

3.0 VEHICLE REQUIREMENTS

- 3.1 The Contractor shall provide to RMRTD on the 1st of October a list of vehicles available to provide the Job Access specialized transportation.
- 3.2 The Contractor shall provide clean and safe vehicles that are in compliance with all applicable laws or regulations of governmental bodies having jurisdiction over the Contractor's operations.
- 3.3 Each vehicle shall be equipped with a device which allows for communication between the driver and the Contractor's Dispatcher or Dispatching software.
- 3.4 Each vehicle shall be equipped with properly functioning seat belts available for all riders transported.
- 3.5 Job Access Riders will provide and install appropriate child safety restraint seat(s) for child/children.
- 3.6 The Contractor shall conduct preventative maintenance in accordance with the vehicle manufacturer's recommended schedule.
- 3.7 The contractor shall conduct preventative maintenance on ADA accessible features in accordance with the manufacturer's recommended schedule.

4.0 DRIVER REQUIREMENTS

- 4.1 The Contractor shall ensure that drivers are aware of the requirements of this program as set forth in this Scope of Service prior to them providing Job Access services.4.2 All Contractor drivers shall be polite and courteous when providing Services.
- 4.3 The Contractor shall inform drivers that they may not solicit or accept tips from Job Access riders.
- 4.4 All drivers providing Job Access services shall be appropriately licensed and permitted by the state and local governmental agencies to operate within the service area. This requirement shall be complied with at all times during the Contractor's performance under this Scope of Service. No driver providing Job Access services may operate with an expired, suspended or revoked driver's license.

- 4.5 The Contractor shall immediately remove any driver from providing Job Access services for any one of the following:
- 4.5.1 Committing unsafe or inappropriate acts while providing Job Access service
 - 4.5.2 Revocation or non-renewal of a valid New Mexico driver's license
 - 4.5.3 Failure to maintain compliance with the Contractor's respective New Mexico Public Regulation Commission (NMPRC) regulations governing transportation operations.

5.0 SERVICE PROCEDURES

- 5.1 A Job Access rider must schedule trips in advance.
- 5.2 A Job Access rider should cancel or reschedule trips at a minimum of one (1) hour before scheduled pickup.
- 5.3 The Contractor will inform the Job Access rider of the fare amount for the trip being requested at the time the ride is scheduled.
- 5.4 Before transporting a Job Access rider, the Contractor's driver shall verify the Job Access rider's identity through visual inspection of the Job Access rider's photo ID card.
- 5.5 The Contractor's drivers may pick up a rider within a ten (10) minute pickup window defined as the time period beginning ten (10) minutes before the scheduled pickup time to ten (10) minutes after the scheduled pickup time.
- 5.6 If a Job Access rider fails to meet the vehicle after the ten (10) minute pickup window and the Contract Driver has waited an additional five (5) minutes (a total of 15 minutes), a no-show fee is applicable and will be invoiced to RMRTD. The Contractor's driver shall document a no-show and include the time of his/her arrival and departure at the pickup location on the electronic scheduling system or paper Job Access voucher.
- 5.7 The Contractor's driver shall collect the required fare from each Job Access Rider (excluding children accompanying a rider) and document the collected fare on the electronic scheduling system or paper Job Access voucher. If a Job Access rider does not have the required fare at time of pickup, the Contractor's driver shall document a no-show on the electronic scheduling system or paper Job Access voucher and the Contractor's driver shall not transport the rider.
- 5.8 If the Contractor's driver fails to respond within the defined ten (10) minute pickup window, the Job Access rider is under no obligation to ride and the no-show fee is not applicable. The Job Access rider may, at the Job Access rider's discretion, contact the Contractor or another authorized transportation provider for Job Access service. The Contractor shall report the incident to RMRTD.
- 5.9 While transporting a Job Access rider, the Contractor's driver shall not permit any changes to the approved pickup or drop off addresses and shall not allow any additional stops other than what is noted on the Job Access Daily Ridership report, unless a life-threatening emergency arises.

6.0 DOCUMENTATION REQUIRED

- 6.1 The Contractor shall provide the below information in a format approved by RMRTD, which includes the following for each trip provided (all information should be accurate and legible):
 - 6.1.1 Job Access rider's First and Last Name
 - 6.1.2 Job Access rider's Pickup / Drop Off Addresses.
 - 6.1.3 The time the Job Access rider scheduled the trip, their requested pickup time and the actual pickup time of the scheduled trip.
 - 6.1.4 If applicable, no-show documentation to include time Contractor's driver arrived and departed the Job Access rider's pickup address
 - 6.1.5 Contractor rate
 - 6.1.6 Job Access rider's fare collected
 - 6.1.7 Remaining balance owed to Contractor by RMRTD
 - 6.1.8 Contractor's driver identification number
 - 6.1.9 Contractor's vehicle identification number
- 6.2 The Contractor will e-mail, to RMRTD the above information in the RMRTD approved format on a weekly basis.
- 6.3 The Contractor shall submit monthly invoice(s) for payment by the 10th workday of each month for the preceding month. Each invoice shall summarize each trip, to include the following information: date of trip, Job Access rider name and net charge amount for the trip, with a total for all trips summarized on the invoice.
- 6.4 The Contractor will provide monthly fleet information for FTA reporting purposes.

III. RMRTD Schedule of Fees

RMRTD JOB ACCESS TRANSPORTATION SERVICE				
SCHEDULE OF FEES				
Riders				
<i>(fares are paid directly to transportation provider)</i>				
	Transportation Provider		(ADA) Specialty Vehicle	
	Fare at or below \$20	Fare over \$20	Fare at or below \$20	Fare over \$20
New Riders - 60 days	no fare	no fare	no fare	no fare
0-125% Poverty Level	\$1	\$1 fare PLUS the difference after \$20-meter reading.	n/a	n/a
126% - 150% Poverty Level	\$2	\$2 fare PLUS the difference after \$20-meter reading.	n/a	n/a
Seniors	.50 cents	.50 cents	.50 cents	.50 cents
People with disabilities	.50 cents	.50 cents	.50 cents	.50 cents
No - Show	\$0	\$0	\$0	\$0
Children 5 and Under	\$0	\$0	\$0	\$0
Transportation Provider Reimbursement from RMRTD				
	Transportation Provider		(ADA) Specialty Vehicle	
	Fare at or below \$20	Fare over \$20	Fare at or below \$20	Fare over \$20
New Riders - 60 days ²	Fare		Fare	Fare
0-125% Poverty Level	Transportation Provider Rate / Fare \$19 Max		n/a	n/a
126% - 150% Poverty Level	Transportation Provider Rate / Fare \$18 Max		n/a	n/a
Seniors	Transportation Provider Rate / Fare less 50 cents		Contractor Rate / Fare less 50 cents	
People with disabilities	Contractor Rate / Fare less 50 cents		Contractor Rate / Fare less 50 cents	
No - Show	\$10.00		\$10.00	\$10.00
The above JARC pricing was adopted by the Rio Metro Regional Transit District board as Resolution R-11-2 on January 21, 2011.				

IV. General Conditions

- a. Accuracy of RFQ Submittal Information: Any respondent that submits in their RFQ submittal to RMRTD any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- b. Preparation Costs: RMRTD shall not be liable for any expenses incurred in connection with preparation of a response to this RFQ. Respondents should prepare their RFQ submittals simply and economically, providing a straightforward and concise response of the respondent's ability to meet the requirements of the RFQ.
- c. Questions and Clarifications
 1. Proposer may request of RMRTD, in writing, clarification or interpretation of the RFQ documents. RMRTD shall not be bound by and Proposer shall not rely on any oral interpretation or clarification of the RFQ documents.
- d. Contact
 1. All prospective respondents are hereby instructed not to contact any member of the RMRTD Board of Directors, or RMRTD staff members other than the noted contact person regarding this Request for Qualifications (RFQ) or their submittal at any time during the solicitation process. Any such contact shall be cause for rejection of your RFQ submittal.
 2. Contact for questions, clarifications or interpretation of the RFQ documents can be made through email to the Procurement Department at kmonjaras@mrcog-nm.gov or they can be mailed to:

Attention: Procurement
Rio Metro Regional Transit District
809 Copper Avenue NW
Albuquerque, NM 87102
- e. Acceptance
 1. RMRTD expressly reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposals received, and to be the sole judge of the merits of the respective proposals received. RMRTD further reserves the right to consider proposal or modifications thereof, received after a submittal but before award is made, should such action be in the best interest of RMRTD, and to make an award without written or oral discussion with any Proposer.
 2. Proposals shall be valid for ninety (90) days after submittal.

f. Basis of Award

1. Any contract resulting from this RFQ will be awarded to a firm who meets the requirements and qualifications of the RFQ and is evaluated as offering the best advantage to RMRTD. RMRTD may request Respondents to present an oral briefing and discuss the merits of their proposal. However, RMRTD is under no obligation to enter into discussions or conduct negotiations with a Proposer, but can award a contract on the basis of the offer received. RMRTD will evaluate each proposal according to how favorable the equipment and services offered are to RMRTD. Respondents may be required to participate in negotiations and to submit such additional cost, technical, or other revisions to its proposal (or a Best and Final Offer) as may result from negotiations. RMRTD plans to award more than one (1) contract for Job Access transportation service providers.
2. Any contract resulting from this solicitation will be subject to the above referenced requirements and RMRTD's Terms and Conditions attached hereto and incorporated herein by this reference and made an integral part hereof.

g. Award of Agreement

1. RMRTD currently anticipates awarding agreements to multiple service providers for its Job Access Transportation Program. No agreement shall be binding upon RMRTD until the Agreement is signed by the Contractor and RMRTD. Anticipated expenditures shall be distributed amongst several transportation service providers, with no minimum guarantee.

V. Instructions for Preparation and Submittal

Proposer shall be solely responsible for examining the entire RFQ documents and familiarizing themselves with the requirements of the contract to perform the service requested. Failure of the Proposer to examine and inform itself shall be at its sole risk and no relief for error or omission will be given.

Qualifications statements from Contractor's to be considered as a Job Access Transportation Service Provider shall be submitted in accordance as per the instructions of this section. Submissions shall include all documentation identified and required by RMRTD within this solicitation.

Interested parties are cautioned to limit exceptions, conditions, limitations or provisions attached to a submission as they may be determined significant enough to be cause for rejection.

Oral, telegraphic or telephonic proposals or modifications will not be considered by RMRTD.

Contents of submittals are required and shall be incorporated into your company's proposal in the following order:

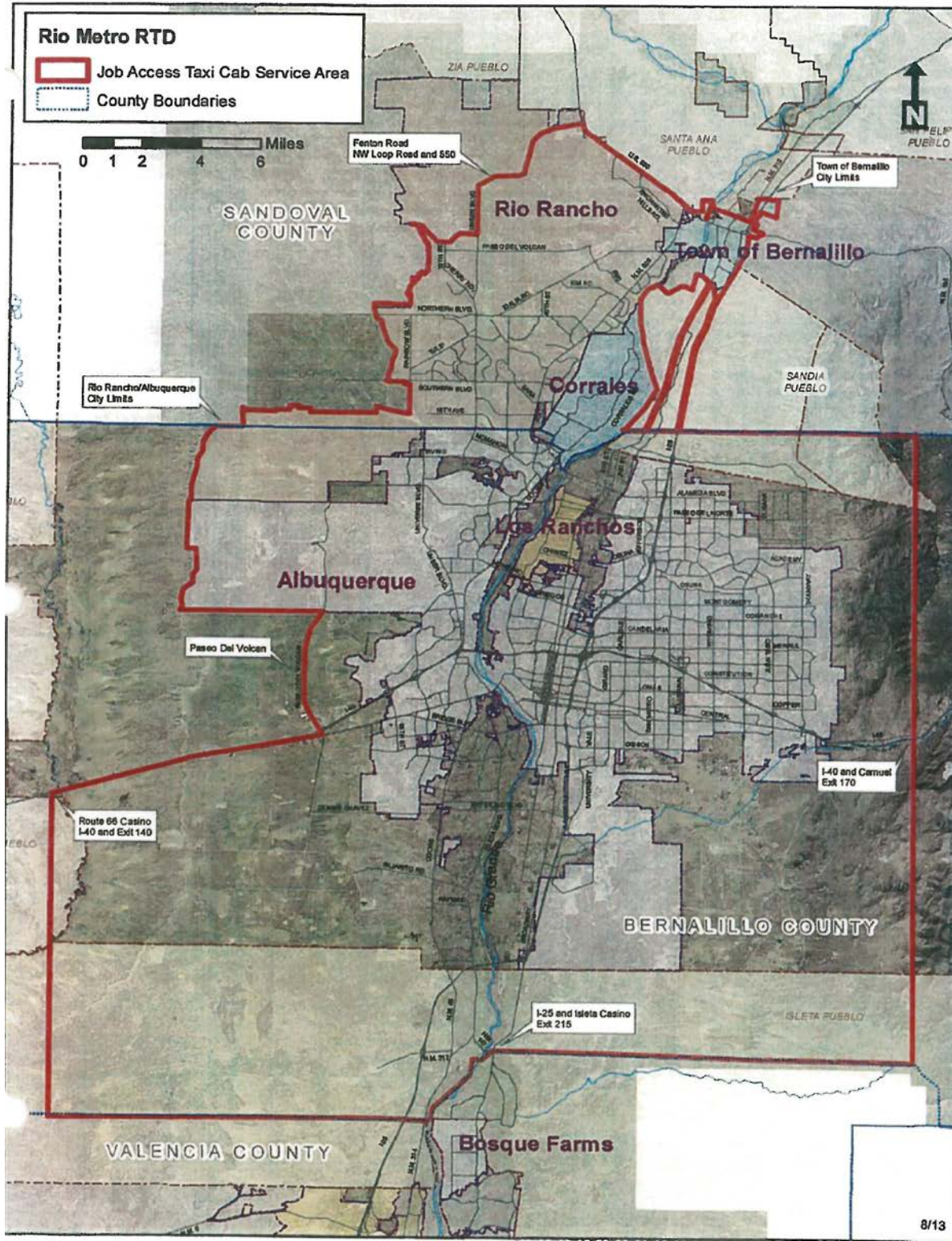
- a. **Proposal Letter / Certificate of Acceptance** (Exhibit “A” attached to this document): This form shall be completed in its entirety.
- b. **RFQ Questionnaire Form** (Exhibit “B” attached to this document): This form shall be completed in its entirety.
- c. **Service Area Identifier Form** (Exhibit “C” attached to this document): This form shall be completed by listing all of the cities in which your company can provide service to. Cities listed on this form shall identify and be considered as your service provider area, should a contract be executed. **Respondent shall provide a copy of its Certificate of Public Convenience and Necessity (PRC license).**
- d. **Rate Sheet** (Exhibit “D”). This form shall be completed by listing your company’s prevailing rates or your New Mexico State Public Regulation Commission approved tariff rates.
- e. **Sample Contract** (Exhibit “E” attached to this document): The Proposers’ attention is directed to the insurance requirements specified in Section 8 of the Sample Contract. If a selected Proposer fails to comply strictly with the insurance requirements, that Proposer may be disqualified from award of the Contract.

Respondents shall submit one [1] original RFQ with all supporting documentation in a sealed envelope/container marked as noted below. The Respondent may submit the RFQ submittal in person or by mail.

Submittals sent via USPS, mail carrier or hand delivered shall be identified and sent to the following address:

RFQ No. 2018-01 – Attn: Procurement Dept.
Rio Metro Regional Transit District
809 Copper Avenue NW
Albuquerque, NM 87102

VI. RMRTD Service Area Map



EXHIBITS A THROUGH I

FOR JOB ACCESS TRANSPORTATION SERVICE PROVIDERS

Exhibit A

Proposal Letter / Certificate of Acceptance

In response to the Request for Qualifications (RFQ) No. 2018-01, JOB ACCESS TRANSPORTATION SERVICES, we the undersigned hereby declare that we have carefully read and examined the RFQ documents including any plans and specifications, and hereby propose to perform and complete the work as required in the Contract.

The undersigned agrees to supply the services at the costs indicated in its cost proposal if its Proposal is accepted within 90 days from the date specified in the RFQ for receipt of proposals.

If awarded a Contract, the undersigned agrees to execute a Contract (substantially similar to the draft sample contract included in the RFQ documents) which will be prepared by RMRTD for execution, within 10 calendar days following Notification of Award, and will deliver to RMRTD prior to the commencement of services the necessary original Certificates of Insurance. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by RMRTD, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Work and the Sample contract as set forth in this RFQ Documents.

The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the RFQ Documents, if any: Addenda No. _____.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFQ Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the RFQ Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that RMRTD will not be responsible for any errors or omissions in these RFQ Documents.

BY

Signature: _____

Type or Print Name: _____

Title: _____

Date: _____

Exhibit B

Request for Qualifications Questionnaire (page 1 of 2)

1. COMPANY INFORMATION

Company Name(s)	
Owner	
Company Address	
Company Phone	
Contact Email (required)	
How long has your company been in business?	
How many vehicles do you currently have in operation?	
How many wheelchair accessible vehicles do you currently have in operation?	

Exhibit B
continued (page 2 of 2)

2. OPERATION OF SIMILAR CONTRACTS / SERVICES

Please describe any current contracts you have to provide services of a similar nature to other cities, hospitals, school districts, businesses or community organizations.

3. COMPLAINT RESOLUTION

Please describe your complaint resolution process.

4. PROFESSIONAL REFERENCES

Please provide three (3) professional references below.

Name:	
Professional Relationship:	
Contact Information & E-Mail:	

Name:	
Professional Relationship:	
Contact Information & E-Mail:	

Name:	
Professional Relationship:	
Contact Information & E-Mail:	

Exhibit C

Service Area Identifier Form

In table below, please provide listing of all cities in which your company can provide service to and is to be considered within your service provider area.

City Name	Business License #	Expiration Date	Copy Attached Y or N

Exhibit D

Rate Sheet

Proposer shall submit Rate Sheet as Exhibit D, attached to their proposal forms. The rates in this agreement shall equal the prevailing rates or approved by the New Mexico State Public Regulation Commission.

Exhibit E

CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

behalf of _____ that;
(name of Contractor)

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

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

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

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

Executed this _____ day of _____, 20__.

By: _____

(Signature of authorized official)

(Title of authorized official)

Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS**

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)

Exhibit G
CERTIFICATION REGARDING
AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY
AND NONDISCRIMINATION
AHRO FORM CC 2

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

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

Yes No

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

Yes No

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

Yes No

Company Name of Offeror

Telephone Number

Signature

FAX Number

Printed Name

E-Mail Address

Title

Date

Address:

Exhibit H

CAMPAIGN CONTRIBUTION DISCLOSURE

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a 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 PROPOSALS 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 manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

MRCOG/RMRTD Applicable Public Official(s):

David Heil	Larry Abraham
Donald Lopez	Robert Perry
Dan Lewis	Isaac Benton
Diane Gibson	Don Harris
Patrick Davis	Klarissa Peña
Bruce Thomson	Lorenzo Garcia
Jerah Cordova	Jack Torres
Debbie O'Malley	Maggie Hart Stebbins,
Steven Quezada	Wayne Ake
Dr. Katharine W. Winograd,	Philip Gasteyer
Pat Clauser	Mark Hatzenbuhler
Vandora Casados	John Bassett,
Cory Dryden	Manuel Romero,
Charles Griego	Christina Ainsworth
Ron Williams	M. Steven Anaya
Ted Hart	Leon Otero
Mark Gwinn	Greggory D. Hull
Dawnn Robinson	Richard Bruce
James Fahey	Gloria Chavez
Belinda Garland	Julia DuCharme
Connie Beimer	Jhonathan Aragon
Helen Cole	Robert Chavez
Emily Sanchez	Col. Eric H. Froehlich
J. Don Martinez	Tom Church
Kenneth Murphy	Richard Berry
Lonnie Talbert	Jim Owen
James Dominguez	Charles Eaton
Kathy Trujillo	Anthony J. Mortillaro

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

Exhibit I
Draft Contract

DRAFT CONTRACT

RIO METRO REGIONAL TRANSIT DISTRICT

and

CONTRACTOR

This Contract ("Contract") is made and entered into on the _____ day of _____ 2017 by and between the Rio Metro Regional Transit District ("RMRTD"), a New Mexico political subdivision created pursuant to the Regional Transit District Act, Sections 73-25- 1 through 73-25-18, NMSA 1978, and _____ ("Contractor"), herein collectively referred to as Parties.

RECITALS

WHEREAS, the RMRTD desires to engage the contractor for Job Access Transportation Services the Rio Metro Regional Transit District; and

WHEREAS, the Contractor is qualified and experienced in providing such services and is willing to provide such services.

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

Section 1. Miscellaneous Representations

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

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

Contract. Section 2. Scope of Services

A. The Contractor shall provide the services specified in Exhibit A (hereinafter referred to as "Services") in a satisfactory and proper manner, and shall provide all necessary personnel, materials, and facilities and perform all matters necessary or incidental to the Services as determined by RMRTD. Any adjustments in the level of service provided for hereunder will be determined by the mutual agreement of parties.

B. The Contractor agrees to provide RMRTD with a copy of its most recent Certificate of Public Necessity or Convenience or Transportation Network Company Permit issued by the New Mexico Public Regulation Commission (PRC) and to provide an updated copy within five (5) business days whenever changes, revisions,

renewals of that operating authority occur. The Contractor will maintain its certificate of operation or operation permit, carry all insurance required by the PRC, comply with all PRC regulations, and notify RMRTD in writing within five (5) business days of any suspension or threatened suspension of its PRC certificate of operation or operation permit.

C. Staffing. RMRTD designates Elizabeth Carter, Assistant Transit Director, as the RMRTD Project Manager for this procurement. The Contractor shall keep the RMRTD 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, RMRTD Director shall serve as Project Manager.

D. Contractor designates _____ as the Contractor's Project Manager. The Contractor's Project Manager shall transmit all work product and invoices to the RMRTD Project Manager via email. The Contractor Project Manager shall direct the technical aspects of the Services; however, the Contractor may provide additional qualified personnel to meet its obligations under this Contract. The Contractor shall provide to RMRTD a statement of qualifications for each individual performing work under this Contract 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

A. Compensation. For performing the Services specified in Exhibit A hereof, RMRTD agrees to pay the Contractor for services rendered from October 1, 2017 through September 30, 2018 a total not to exceed _____ dollars and No Cents (\$_____).

For subsequent periods, compensation shall be calculated on an annual basis. The budget year shall commence on October of each year this Contract is in effect and shall expire on September 30th of the following calendar year. The compensation amount for each budget year shall be included in a written amendment to this Contract executed by the Parties.

B. Expenses. The amounts to be paid in Paragraph A of this Section shall include all applicable gross receipts taxes and shall constitute full and complete compensation for the Contractor's services rendered under this Contract including all expenditures made and expenses incurred by the Contractor in performing such services in accordance with Exhibit B Schedule of Fees included in this Contract.

Section 4. Method of Payment.

A. Payment to Contractor. Amounts due to Contractor shall be paid to the Contractor upon receipt by 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. The Contractor will attach to the invoice a detailed report in a format determined by the RMRTD Project Manager. Payments shall be made only after verification and acceptance of such reports by the RMRTD Project Manager.

C. Verification of Invoices. RMRTD shall be entitled to verify all costs charged to RMRTD pursuant to the provisions of this Contract.

Section 5. Time of Performance

The Services described herein shall commence on October 1, 2017 and shall be completed by _____, _____.

Section 6. Independent Contractor

The Contractor, its employees and its subcontractors are not considered to be employees of RMRTD for any purpose whatsoever. The Contractor is considered an independent contractor at all times in the performance of the Services described herein. The Contractor further agrees that it, its employees and its subcontractors are not 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 7. Personnel, Materials, Equipment, Vehicles and Facilities

A. The Contractor represents that it has or will secure at its own expense, all personnel, materials, equipment, vehicles and facilities required in performing all of the Services specified herein. Such personnel shall not be employees of nor have any contractual relationship with RMRTD.

B. The Contractor shall determine and control the means and methods of performing Services provided under this Contract. All Services required hereunder will be performed by Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. RMRTD acknowledges that the Contractor may hire independent subcontractors to provide transportation services. The Contractor acknowledges that these independent subcontractors shall be subject to the provisions of this Contract.

Section 8. Insurance

A. Commercial Liability and Automobile Insurance. The Contract warrants and represents to RMRTD that:

- 1) The Contractor is a holder of a policy (Policy) of General Liability insurance, including automobile coverage.
- 2) The Policy was issued by an insurance company that is authorized to conduct business in New Mexico.
- 3) The Policy is on a form properly filed and approved by the Superintendent of

Insurance of the State of New Mexico.

- 4) The Policy has liability limits in the amount of not less than One (1) million Dollars (\$1,000,000) single limit liability for bodily injury, including death, and property damage in any one occurrence.
- 5) The Policy includes coverage for premises (if applicable), the Contractor's operation under this Contract, the Contractor's contractual liability to RMRTD, including the indemnification provisions of this Contract, and claims arising out of or from the Contractor's performance rendered under this Contract.
- 6) The Policy is not written on a "claims made" form.
- 7) The Policy includes coverage for use of, activities on, or operations with all premises and for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work.

B. General Requirements.

- 1) The Contractor shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Contract, such insurance as is required in this Contract.
- 2) 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 hereunder.
- 3) If, with the consent of RMRTD, the Contractor sublets, assigns or otherwise transfers any interest in any part of this Contract, the Contractor shall include any or all transferees in the Contractor's insurance policies or require such transferees to secure insurance to cover all hazards enumerated in this Contract that are not covered by the Contractor's insurance policies.
- 4) The Contractor shall not violate the terms or prohibitions of insurance policies required to be furnished by the Contractor. The Contractor shall promptly notify 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.
- 5) When requested, the Contractor shall furnish to RMRTD a copy of all insurance policies.

C. The Contractor shall furnish RMRTD with certificates of insurance, substantially the same as attached hereto in Exhibit C, and shall deliver said certificates to the Project Manager, Rio Metro Regional Transit District, 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 RMRTD no less than thirty (30) days prior to the expiration of the insurance coverage.

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

E. 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, 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.

F. Additional Insured. RMRTD shall be named as an additional insured on each insurance policy required for commercial general liability including auto above.

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

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

I. 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.

Section 9. Reports, Information and Ownership of Documents

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

B. Release of Information. The 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. The Contractor's work product produced pursuant to this Contract shall become the sole property of RMRTD. Such work product shall include but not be limited to reports, background data, drawings, calculations, technical data, data related specifically to this Contract, specifications, manuals and/or related documents.

D. Computer Program Licensing Contracts. 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 Contract.

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

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

Section 10. 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 Contract. 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 Contract.

Section 11. 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 Contract. 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 Contract. The Contractor shall maintain such records at its office and provide them to RMRTD at RMRTD offices in Albuquerque, New Mexico, within fifteen (15) days after receiving a written request for such records by RMRTD. In the event Contractor does not wish to make its books and records available at RMRTD offices, then Contractor shall pay reasonable travel and accommodation expenses for RMRTD staff or its duly authorized representatives to travel to Contractor's offices to conduct the audit.

Section 12. 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 the Contractor shall be incorporated in written amendments to this Contract.

Section 13. 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 the Contractor by this Contract. Such order shall be in writing and identified as a "Suspension of Work Order". Contractor shall incur no further costs allocable to the Services during the period of suspension, delay, or interruption. Contractor shall be reimbursed for all services performed up to the time of its receipt of the Suspension of Work Order; to the extent such services are accepted pursuant to Section 4 of this Contract.

B. Resumption of Work. In the event RMRTD cancels a Suspension of Work Order, the 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 (30) days after the cancellation of the Suspension of Work Order.

Section 14. Termination

A. Termination by RMRTD for Cause: Ten (10) day notice. If through any cause the

Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts or stipulations of this Contract, RMRTD shall thereupon have the right to terminate this Contract by giving written notice to the 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, the Contractor shall not be relieved of liability to RMRTD for damages sustained by RMRTD by virtue of any breach of this Contract by Contractor, and RMRTD may withhold any payment to the 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 Contract at any time by giving at least a twenty (20) day notice in writing to the Contractor. Said twenty (20) days shall run from the day on which Contractor received said notice of termination. In the event this Contract is terminated by 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 Contract, less payments of compensation previously made. If this Contract is terminated due to the fault of the Contractor, Paragraph A of this section hereof, relative to termination, shall apply.

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

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

E. Non-Funding. The performance of this Contract is contingent upon the necessary appropriations and authorizations forthcoming for the performance of this Contract. If sufficient appropriations and authorizations are not made, this Contract may be terminated by RMRTD by giving notice to the Contractor. Such event shall not constitute an event default by RMRTD. All payment obligations of RMRTD shall cease upon the date of termination. RMRTD's decision as to whether sufficient appropriations are available or sufficient shall be binding on the 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 15. Breaches and Dispute Resolution

A. Disputes. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RMRTD, herein defined as the RMRTD 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 RMRTD 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 RMRTD Procurement Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute. Unless otherwise directed by RMRTD, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

B. Remedies. If any controversy or claim arising out of this Contract 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 RMRTD is located.

C. Right and Remedies. The duties and obligations imposed by this Contract 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 RMRTD or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, 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 16. 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 procurement.

A. 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.

B. 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 Exhibit D of this Contract.

C. 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.

D. 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.

E. 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.

F. Privacy Act. The Contractor agrees to comply with all applicable terms of the Privacy Act of 1974; will notify the government when the Contractor anticipates operating a system of records on behalf of the government if such a system contains information about individuals retrievable by the individual's name or other identifier; and will include in all subcontracts this Privacy Act notification.

G. Incorporation of Federal Transit Administration (FTA) Terms. All contractual provisions required by the USDOT, as set forth in FTA Circular 4220.1 F and subsequent amendments, 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 solicitation. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause a violation of the FTA terms and conditions.

H. No Government Obligations to Third Parties. Rio Metro and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the 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 RMRTD, the 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.

I. 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 Contract. 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.

J. Debarment and Suspension. The Contractor agrees to comply and assures the compliance of each third-party contractor and subrecipient at any tier with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and USDOT regulations, "Governmentwide Debarment and Suspension Nonprocurement)," 49 C.F.R. Part 29. The Contractor agrees to and assures that its third-party contractors and subrecipients will review the Excluded Parties Listing System (EPLS) at <https://www.sam.gov/> before entering into any contracts. Certification for Debarment and Suspension is provided in Certification is required as provided in Exhibit E of this Contract.

K. 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.

L. 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.

M. 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 this Contract is contingent upon certification and agreement 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.

N. Disadvantaged Business Enterprise. This 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. A list of certified Disadvantage Business Enterprises can be obtained from the New Mexico State Highway and Transportation Department, Office of Equal Employment Opportunity Programs' website: <https://nmdot.dbesystem.com>. A separate contract goal has not been established for this procurement.

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

2. The Contractor agrees to pay each subcontractor under the Contract for satisfactory performance no later than thirty (30) days from the receipt of each payment the Contractor receives from RMRTD. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the RMRTD. This clause applies to both DBE and non-DBE subcontracts.

3. If applicable, the Contractor is required to pay all retainage owed to each subcontractor for satisfactory completion of accepted work within thirty (30) days from the receipt of each payment the contractor receives from RMRTD. Any delay

or postponement of payment from the above referenced time frame may occur only for good cause following written approval of RMRTD. This clause applies to both DBE and non-DBE subcontracts.

4. Upon written request from RMRTD, the Contractor will provide a report of DBE participation obtained through race-neutral means throughout the period of the Contract.

O. Incorporation of Federal Transit Administration (FTA) Terms. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1 E, 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 Contract. 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.

P. 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.

"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.

Texting 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 17. General Conditions

A. Contract Interpretation.

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

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

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

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

5) **Entire Contract.** This Contract represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Contract incorporates all of the conditions, 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 Contract. 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 Contract.

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

7) Exhibits Certificates, Documents Incorporated and Attachments. Incorporation by Reference: All certificates, documents, exhibits, attachments, riders, and addenda referred to in this Contract are hereby incorporated into this Contract by reference and made a part hereof as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

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

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

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

8. Indemnification Agreement.

1) General Indemnification. The Contractor agrees to indemnify and hold harmless 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 coverage in this Contract.

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

4) Scope of Indemnification. With respect to any liability, claims, damages, losses or costs that are caused by, or arise out of, the acts or omissions of the Contractor or its officers, employees or agents, the Contractor shall: (a) investigate or cause the investigation of such liability, claims, damages, losses or costs, (b) negotiate or cause to be negotiated all claims made, even when Contractor considers such claims to be groundless, false or fraudulent in the name of RMRTD and on behalf of RMRTD, (c) and satisfy judgments finally establishing the liability of RMRTD in all actions for which the Contractor is obligated to indemnify 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 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 RMRTD. This section shall not be construed as a waiver of 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 RMRTD.

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

D. Ethics.

1) Conflict of Interest. As a condition of this Contract, the Contractor shall furnish RMRTD with a Campaign Contribution Disclosure form, substantially the same as Exhibit F, 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 RMRTD has or hereafter acquires any direct, indirect, legal, or beneficial interest in the Contractor or in any contract, lease, or agreement between RMRTD and the Contractor, or in any franchise, concession, right, or privilege of any nature granted by RMRTD to the Contractor in this Contract or otherwise.

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

E. Approvals, Consents and Notices.

1) All notices, consents, and approvals required by this Contract shall be in

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

RMRTD: Director
Certified Mail: 809 Copper Avenue NW
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: Same as above
Telephone: _____
FAX Transmission: _____

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

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

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

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

H. Force Majeure. Except as expressly provided in this Contract, neither RMRTD nor the 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.

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

J. 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 thereunder.

K. Patents and Trademarks. Contractor represents that it is the owner or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its performance under this Contract. Contractor agrees to defend, indemnify and hold harmless 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 Contract by Contractor. In the event a claim is made that the use of materials is such an infringement, the Contractor shall either procure for 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 Contract) or replace such material with non-infringing materials of a like functionality that meet the requirements of this Contract.

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

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

RIO METRO REGIONAL TRANSIT DISTRICT

By: _____
Executive Director

Date: _____

CONTRACTOR

By: _____
Title: _____

Date: _____

New Mexico State Taxation and Revenue
Taxpayer ID Number

Federal Taxation ID Number

APPROVED AS TO LEGAL SUFFICIENCY

By: _____
General Counsel

Date: _____

APPENDIX A

**LETTER OF INVITATION
REQUEST FOR QUALIFICATION (RFQ) STATEMENTS
RIO METRO JOB ACCESS TRANSPORTATION SERVICE**

RFQ No. 2018-01

APPENDIX B

REQUEST FOR QUALIFICATION (RFQ) STATEMENTS

REQUIRED DOCUMENTS EXHIBITS A THROUGH I

FOR RIO METRO JOB ACCESS TRANSPORTATION SERVICE

RFQ No. 2018-01