



REQUEST FOR PROPOSALS

Contracted Bus Service (Purchased Transit Services)

Procurement No. 2023-04
Issued: March 12, 2023

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EXHIBIT A DRAFT CONTRACT

REQUEST FOR PROPOSALS

CONTRACTED BUS SERVICES (Purchased Transit Services)

Procurement No. 2023-04

Issue Date: March 12, 2023

Proposal Due Time/Date: **April 14, 2023, 12:00 p.m. (MDT)**

Rio Metro Regional Transit District
809 Copper Ave., NE, Albuquerque, New Mexico 87102
Phone: (505) 247-1750

<http://www.riometro.org>

1.0 INTRODUCTION

1.1 Purpose of this Request for Proposals

The purpose of this Request For Proposals (RFP) is to select an Offeror who will operate, manage, and maintain commuter / shuttle / purchased transportation bus service within the Rio Metro Regional Transit District (RMRTD) service area as described in this RFP, and to provide an option to RMRTD for as needed bus bridge services in the service area for the New Mexico Rail Runner Express (NMRX) during rail system failures or service disruptions. The contract resulting from this solicitation will be effective when executed by all parties and will remain effect for a five year period. The contract may be extended for up to three additional years. The contract, including any extension or renewals, may not exceed eight (8) years total.

The RMRTD invites individuals and firms (Offerors) to submit proposals for a Contract for the work indicated on the title page of this solicitation in accordance with the specifications contained in this Request for Proposal (RFP).

1.2 Scope of Work

The RMRTD is seeking an Offeror to provide general public transportation bus service for six (6) existing commuter transit / shuttle routes in Bernalillo and Sandoval County. Additionally, RMRTD seeks an Offeror that can also provide Bus Replacement (Bus Bridge) services for the NMRX during rail system failures or service disruptions within the NMRX corridor on an as-needed basis. The Offeror will provide all vehicles, equipment, personnel, training, customer service, maintenance, parts, fluids, fuel, fare collection services, monitoring devices, record keeping / reporting systems required to operate bus services on behalf of the RMRTD. The Offeror must maintain and, upon request by RMRTD, provide proof of compliance with all State and Federal transportation and motor carrier requirements. The offeror will be required to provide RMRTD with all plans for Clean Air Emissions and comply with all FTA requirements if they should change at any time during this period.

Price quotes proposed by Offerors shall be valid for the term of the Contract. The RMRTD will establish the levels of service to be provided in consultation with the successful Offeror after the Contract is awarded. After service start up, the RMRTD has the right to direct the successful Offeror to make adjustments in the level of service, including but not limited to amendments of existing levels of service, the addition of new routes, and the revision of or elimination of routes. The successful Offeror will be compensated for additional service at the rates agreed upon in the proposal.

Offerors' proposals shall address how service will be provided on routes with a wide range of Average Daily Ridership, using ADA compliant buses of appropriate capacity.

The scope of this procurement encompasses all requirements for operations of general public transportation services for six (6) existing commuter transit / shuttle routes and as-needed bus bridge service as detailed in Appendix 3 – Scope of Work, will begin when the contract is fully executed by all parties.

1.3 Procurement Officer

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

Phil Pino
Procurement Officer
809 Copper N.W.
Albuquerque, NM 87102
Phone: 505-724-3634
E-mail: ppino@mrcog-nm.gov

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

1.4 Definitions

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

"Close of Business" means 5:00 p.m. MDT.

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

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

"Determination" means the written documentation of a decision by the Procurement 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 Director to evaluate Offerory proposals.

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

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

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

"Procurement Officer" means the person or designee designated by the Executive Director 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 the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the 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. Upon the recommendation of staff, the Director will make the final determination as to whether an Offer is considered to be responsive.

"RMRTD" means the Rio Metro Regional Transit District.

1.5 Background Information

The Rio Metro Regional Transit District (RMRTD) is a New Mexico political subdivision created pursuant to the Regional Transit District Act, Section 73-25-1 through 73-25-18 NMSA 1978. The RMRTD member governmental entities formed the Regional Transit District to develop and implement an integrated and coordinated regional system of transit services. The RMRTD service area is comprised of the counties of Sandoval, Bernalillo and Valencia, which are located in the Middle Rio Grande Valley of the State of New Mexico. A map of the RMRTD service area is provided in Appendix 3, Scope of Work.

The RMRTD offers bus transit service throughout its service area and serves as the responsible entity for a commuter rail service, the New Mexico Rail Runner Express (NMRX), which bisects the service area and provides connections to Santa Fe, New Mexico. Providing multi-modal bus and rail transit service across jurisdictional boundaries in this way maximizes regional service coordination and multi-modal transit options for area residents and visitors. This solicitation is for bus purchased transportation to provide transit connectivity for rural and small urban portions of the RMRTD service area.

A copy of this solicitation may be found at the following website: <http://www.riometro.org>

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2.0 CONDITIONS GOVERNING PROCUREMENT

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

2.1 Sequence of Events

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

Issue RFP	March 12, 2023
Written Questions Due	April 7, 2023, 12:00 p.m. (MDT)
Proposals Due	April 14, 2023, 12:00 p.m. (MDT)
Evaluation Committee Meeting	Week of April 17, 2023
Oral Interviews and Best And	
Final Offers (if Necessary)	Week of April 24, 2023
Selection of Finalist(s)	Week of May 1, 2023

2.2 Explanation of Events

2.2.1 Pre-Proposal Conference

There will be no Pre-Proposal Conference required for this RFP. The conference is not mandatory.

2.2.2 Deadline to Submit Additional Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this solicitation to the Procurement Officer. All written questions must be **emailed** to the Procurement Officer at the address specified in this solicitation. The Procurement Officer will provide a written response only to written requests that are received at least seven (7) days prior to the submittal due date. Written questions must be received by April 7, 2023, 12:00 p.m. (MDT).

2.2.3 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 2 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 Officer. Offerors **must include an email address** on the Acknowledgement of Receipt. The Acknowledgement of RFP Receipt must be received at least seven (7) days prior to the proposal submittal due date in order for a potential Offeror to be placed on the procurement distribution list.

2.2.4 Procurement Distribution List for Written Responses and Amendments

Only Offerors who submit the Acknowledgement of RFP Receipt as provided in Appendix 2 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.

2.2.5 Submission of Proposal

At this time, only electronic proposal submission is allowed. Do not submit hard copies until further notice.

All proposals must be received electronically via email by the Procurement Officer or designee **no later than 12:00 p.m. (MDT) on April 14, 2023, as defined in Section 3.2 of this RFP.** Proposals received after this deadline will not be accepted. The date and time will be noted on each proposal as it is received via electronic email.

Proposals: 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.

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

2.2.6 Proposal Evaluation

An Evaluation Committee will evaluate proposals. During this time, the Procurement Officer 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 could reasonably be anticipated as capable of being made responsive.

2.2.7 Selection of Finalists

The Procurement Officer will provide the list of finalists to the Executive Director. The Procurement Officer 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.

2.2.8 Oral Presentation by Finalists (Optional)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Officer 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 one hour with an additional fifteen minutes for questions and answers.

2.2.9 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.

2.2.10 Contract Negotiations

A draft Contract is made a part of this solicitation as evidenced in Exhibit A and is available for viewing on the RMRTD website specified herein. The Contract is subject to change and shall be negotiated with the Finalist Offerors selected for award by the Executive Director. In the event that mutually agreeable terms cannot be reached within a reasonable time, defined herein as within fifteen (15) calendar days from the date that the Finalist Offeror is notified of the award, the RMRTD reserves the right to negotiate a Contract with another Finalist Offeror without undertaking a new procurement process. RMRTD also reserves the right to make multiple Contract awards per element.

2.2.11 Contract Award

The Contract shall be awarded to the Finalist 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 all parties to the Contract issued in response to this RFP.

2.2.12 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.

Phil Pino
Procurement Officer
Rio Metro Regional Transit District
809 Copper Ave. N.W.
Albuquerque, New Mexico 87102
Phone: 505-724-3634 Fax : 505-247-1753
Email: ppino@mrcog-nm.gov

Protests received after the deadline will not be accepted.

2.3 General Requirements

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

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 Officer.

2.3.1 Acceptance of Conditions Governing the Procurement

Offerors should indicate their acceptance of the "Conditions Governing the Procurement" section in the letter of transmittal. However, submission of a proposal constitutes acceptance of the evaluation factors contained specified in this RFP.

2.3.2 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.

2.3.3 Prime Contractor 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 only to the prime Contractor.

2.3.4 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.

2.3.5 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.

2.3.6 Offeror's 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 Officer.

2.3.7 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.

2.3.8 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 Officer 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. See Section 3.2 of this RFP for specific instructions.

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. Offeror shall include an explanation as to why the proprietary or confidential information is a trade secret.

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.

2.3.9 No Obligation

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

2.3.10 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 RMRTD.

2.3.11 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 Contractor will affect such termination. The Contractor will accept RMRTD's decision as to whether sufficient appropriations and authorizations are available as final.

2.3.12 Governing Law

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

2.3.13 Basis for Proposal

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

2.3.14 Contract Terms and Conditions

The contract to be executed between the RMRTD and Contractor will include language similar to that put forth in Exhibit A of this RFP. The Contract between RMRTD and a Contractor will follow the format specified by the RMRTD. An Offeror may review the form of the Contract at the office of the Procurement Officer. However, RMRTD reserves the right to negotiate with a successful Offeror Contract provisions in addition to those contained in this RFP.

If an Offeror objects to any of the terms and conditions as contained in this Section, the Offeror should propose specific alternative language. RMRTD may or may not accept the alternative language. General references to the Offeror's 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.

2.3.15 Approval of Contractor Personnel

Personnel proposed in the Contractor's written proposal 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 Contractor without prior written consent of the Project Manager. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor 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.

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

2.3.16 Contract Deviations

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

2.3.17 Contract Use

RMRTD reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this RFP to any and all public bodies, subdivisions, school districts, community colleges, and universities. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The Contractor agrees to notify the issuing body of those entities the desire to use any contract resulting from this RFP.

RMRTD assumes no authority, liability or obligation on behalf of any other public entity that may use any contract resulting from this RFP. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement

must be specifically noted in the RFP response.

2.3.18 Offeror Qualifications

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

2.3.19 Right to Waive Technical Irregularities

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

2.3.20 Project Team Prohibited Activities

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

2.3.21 Notice – Civil and Criminal Penalties

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

2.3.22 RMRTD Rights

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

2.3.23 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.

2.3.24 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 to the Procurement Officer after the expiration of the protest period. Offerors not selected for award of a Contract may pick up the documentation at the RMRTD office within a fifteen (15) day period following the close of the protest period.

2.3.25 Electronic Mail Address Required

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

2.3.26 Electronic and Web Site Versions of this RFP

This RFP is available by electronic means at the following website:

<http://www.riometro.org>

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

2.4 Regulatory Requirements

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

2.4.1 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 for this solicitation as provided in Appendix 4 of this solicitation.

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

2.4.3 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.

2.4.4 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 "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 subcontracts funded hereunder.

2.4.5 No Government Obligations to Third Parties

The Contractor acknowledges and agrees 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 Owner, 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 from the U.S. Department of Transportation (USDOT). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.4.6 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 USDOT 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 USDOT 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 USDOT 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 provided by USDOT. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2.4.7 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 RMRTD, the USDOT, 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.

2.4.8 Federal Changes

The Contractor shall at all times comply with all applicable USDOT regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) with the Federal Transit Administration (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 the Contract.

2.4.9 Incorporation of Federal Transit Administration (FTA) Terms

All contractual provisions required by the USDOT, as set forth in FTA Circular 4220.1F 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.

2.4.10 Energy Conservation Requirement

The Contractor 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.

2.4.11 Breaches and Dispute Resolutions

A. Disputes. Disputes arising in the performance of the resulting Contract which are not resolved by agreement of the parties shall be decided in writing by an authorized representative designated by the RMRTD. 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 authorized representative. 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 authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

C. 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 mediators 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.

D. 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 the 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.

2.4.12 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 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.

2.4.13 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.

2.4.14 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.

2.4.15 Disadvantaged Business Enterprise

A. 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 Department of Transportation (NMDOT), Office of Equal Employment Opportunity Programs' website: <https://nmdot.dbesystem.com>. A separate contract goal has not been established for this procurement.

B. 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 DOT-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)).

C. 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 the 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.

D. 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 the 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.

E. 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.

2.4.16 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 and other implementing requirements FTA may issue.

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 that may in the future affect construction activities undertaken in the course of the Project. 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 implementing requirements FTA may issue.

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 implementing requirements FTA may issue.

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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

2.4.17 Contract Work Hours and Safety Standards Act

A. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work greater than \$100,000 which may require or involve the employment of laborers or mechanics who are not exempt by the Fair Labor Standards Act (FLSA) shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

B. Violation, liability for unpaid wages, liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph one of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages.

C. Withholding for unpaid wages and liquidated damages - The RMRTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided.

D. Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth herein.

2.4.18 Transit Employee Protection Guidelines

The January 3, 2011 Unified Protective Arrangement (UPA) provides to transportation related employees in the service area of the project protections satisfying the requirements of the Federal transit law, 49 U.S.C., Section 5333(b). The employees in the service area of the RMRTD, which includes ABQ Ride operators represented by the American Federation of State, County & Municipal Employees (AFSME) Council 18 and AFSME Local 624, shall be considered third party beneficiaries. By executing the RMRTD contract of assistance, the Contractor accepts the terms and conditions of the UPA. The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with

Federal assistance provided by the FTA Unified Protective Arrangement.

2.4.19 Access Requirements for Individuals with Disabilities

The Contractor shall, at all times, be in compliance with all statutory requirements imposed by or pursuant to Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 at 49 CFR Parts 27, 37 and 38, as well as any additional requirements which may be placed into effect during this Contract.

2.4.20 Drug and Alcohol Testing

The Contractor shall establish and maintain a drug and alcohol testing program that meets the Federal requirements for 49 U.S.C. Section 5311 and 5307 subcontractors.

2.4.21 Training

The Contractor shall establish and maintain a training program that meets New Mexico Department of Transportation (NMDOT) requirements for 49 U.S.C. Section 5311 Subgrantees.

2.4.22 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.

2.4.23 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.

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3.0 RESPONSE FORMAT AND ORGANIZATION

3.1 Number of Responses

Offerors shall submit only **one** (1) proposal for this RFP.

3.2 Number of Copies

ELECTRONIC SUBMISSION ONLY Responses: ppino@mrcog-nm.gov

Proposals in response to this RFP must be submitted via email to: ppino@mrcog-nm.gov
Offerors need only submit one single electronic copy of each portion of its proposal (Technical Proposal and Price Proposal) as outlined below. EXCEPTION: Single electronic files that exceed 20mb may be Emailed as multiple Emails, which must be the least number of emails necessary to fall under the 20mb limit. Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical Proposal and Price Proposal portions of Offerors proposal must be submitted in separate Emails as indicated below in this section, and must be prominently identified as "Technical Proposal," or "Price Proposal," on the front page of each Email.

The MRCOG Procurement Officer will provide electronic copies to the evaluation committee.

3.3 Proposal Format

All proposals shall be formatted on standard 8 1/2 x 11 paper with 1" top, bottom, left and right margins. Typing shall be single spaced and with a minimum font size of ten. Elaborate format is not necessary and is discouraged. Do not provide promotional or advertising information.

Proposals shall not be longer than 30 pages (single sided) not including front and back covers, tabs or section dividers and resumes. The 30 page limitation applies only to VOLUME I, as defined below.

3.3.1 Proposal Content

The proposal shall have the following components, must be organized and indexed and submitted in the following format.

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

VOLUME I – Technical Proposal

1. Proposal Form - Each proposal must contain, as the first item in the organized and indexed sequence, the fully executed Proposal Form as presented in Appendix 1 of this solicitation.
2. Table of Contents
3. Executive Summary
4. Response to Specifications (except cost information which shall be included in Cost Proposal / Volume II Only)
5. Signed Certification Regarding Restrictions on Lobbying (Appendix 4)
6. Signed Campaign Contribution Disclosure (Appendix 5)
7. Signed Certification regarding Affirmative Action / Equal Employment Opportunity (Appendix 6)

VOLUME II Price Proposal

TO BE SUBMITTED IN A SEPARATE EMAIL
(Indicate RFP# and firm's name on subject line)

As provided in Appendix 7, the Price Proposal shall identify the Fixed Unit Rate offered for the performance of the Scope of Work tasks identified herein and shall be in accordance with the format prescribed by the RMRTD and as attached hereto.

The Offeror's Price Proposal must include a completed and signed Price Proposal Form covering the entire Scope of Work for itself and any joint venture partners and Subcontractors. The form shall include all applicable direct labor costs, all applicable labor surcharges such as taxes; insurance and fringe benefits, as well as indirect costs, overhead, general and administrative expense, other direct costs and profit.

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4.0 SPECIFICATIONS

This section contains specifications and relevant information that Offerors will use to prepare their proposals. Offerors **must** respond as described to each specification. Each specification is mandatory. The responses along with the required supporting material will be evaluated and awarded points accordingly.

4.1 Licenses, Certifications, Inspections, Insurance and Regulations

4.1.1 Compliance With All State and Federal Laws, Rules, Regulations and Guidelines

The Offeror **must** comply with all State and Federal laws, rules, regulations, and guidelines that apply to public passenger transportation providers who operate bus service. If there are conflicts between United States Department of Transportation Federal Motor Carrier Safety Regulations (Title 49, Code of Federal Regulations) and Federal Transit Administration rules, such as those for rural and urban public transportation, the most stringent rules/regulations apply. Federal Transit Administration rules are available at: http://www.fta.dot.gov/13728_regulations.html.

A statement of concurrence to this specification is required.

4.1.2 Copies of Credentials Required Before Award is Made As part of the proposal, Offerors shall include photocopies of the following credentials:

- A. a current, valid Certificate of Public Convenience and Necessity from the New Mexico Public Regulation Commission;
- B. a current minimum insurance policy as required by the Motor Carrier Act provision; and
- C. Offeror's Drug and Alcohol Program as per 49 C.F.R. Part 655, Controlled Substance and Alcohol Use and Testing and Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Program.

4.1.3 Copies of Credentials Required After Award is Made, Prior to Start of Service

After an award is made, but prior to start of service, the Offeror **must** provide additional credentials. **A statement of concurrence to this specification is required.** Offeror **must** provide electronic copies of the following:

- A. Complete files for each Commercial Motor Vehicle to be operated, as per 49 C.F.R. Part 396 Inspection, Repair, and Maintenance;
- B. For each Commercial Motor Vehicle to be operated, vehicle inspection reports by the Motor Transportation Division of the State's Department of Public Safety (Vehicles will not operate with any violations);
- C. Written statement of Contract that all vehicles used in the service will undergo an Annual Level 5 and Intra-state inspection by the Motor Transportation Division of the State's Department of Public Safety;
- D. Complete files on each driver, as per 49 C.F.R. Part 39 Qualifications of Drivers;
- E. Documentation that each driver's experience complies with the Motor Carrier Act, plus six (6) months commercial driving experience and that each driver passes a background check by the Motor Transportation Division; and
- F. An insurance certificate naming the Rio Metro Regional Transit District as additional insured.

4.2 Required Vehicles

For the Baseline Level of Service in the Primary Purchased Transportation Service Area (see Section 3.4 of Appendix 3) five (5) 28-35 passenger buses will be needed. A spare ratio of approximately 20% or at least one equivalent bus, whichever is greater, is required for each service facility operated as part of the RMRTD Purchased Transportation Service.

RMRTD also requests that Offerors indicate the types and numbers of vehicles available for use by the contractor for as-needed NMRX bus bridge service as detailed in Appendix 3 on a typical weekday and weekend day by time of day.

4.3 Projected Revenue Hours of Service

The projected revenue hours of service for the Primary Purchased Transportation Service Area are approximately 50 per day. Daily revenue service miles are estimated at 1,400. In order to compare cost proposals, Offerors shall use these vehicle numbers, revenue hours of service, and vehicle revenue miles in calculating costs.

4.4 Operations Plan

The Offeror shall provide an Operations Plan which **must** follow the structure below and which **must** be submitted with the proposal in Binder #1.

4.4.1. Staff Section This Section shall describe the responsibilities, duties, and procedures for all safety-sensitive staff, as defined by the Federal Transit Administration. It also describes the employee positions that are required by this RFP and describes the responsibilities of those positions, establishing, at a minimum, that those responsibilities, duties and procedures shall include:

A. Drivers

1. All drivers who operate a RMRTD bus shall hold a Commercial Driver License with certification for the vehicle classes described above.
2. Before they begin operating a RMRTD vehicle, drivers will be trained on the route they are to drive.
3. Drivers will wear a standard uniform and name tag while on duty.
4. Before they begin operating RMRTD vehicles, all drivers shall have completed certification in CPR, First Aid, and ADA compliance, and shall have successfully completed training in emergency operations, customer service, and pre- and post-trip inspections.
5. Prior to the startup of service the Offeror, upon the RMRTD's request, shall provide to the RMRTD complete driver qualification files on each driver pursuant to 49 C.F.R. Part 391 Qualification of Drivers.
6. The Offeror shall give preference to hiring drivers with at least three years previous driving experience in public transit. All drivers shall have a "P" endorsement Commercial Driver License (CDL). All drivers shall undergo and pass a background check by Motor Transportation Division prior to driving.

B. Dispatcher

1. The Offeror will maintain a dispatcher on-duty during all RMRTD purchased transportation service hours.

2. The dispatcher will be the primary contact for all drivers who are operating vehicles.
 3. The dispatcher will be familiar with all routes, stops, transfer points, detours, and connecting public transit services.
 4. The dispatcher will monitor traffic and weather conditions in areas served.
 5. The dispatcher may authorize temporary minor route deviations if safety conditions require that action. Temporary changes shall not affect pick-up times or locations without the Offeror receiving the RMRTD's prior approval.
 6. The positions of Dispatcher and Customer Service Representative, below, may be staffed by a single individual.
- C. Customer Service Representatives
1. The Offeror's customer service representatives will respond to all calls, faxes, and emails from the public within 24-hours of the Offeror's receipt of a comment.
 2. Customer service representatives will be trained to interact positively with a diverse group of callers including angry and abusive callers.
 3. Customer service representatives shall understand RMRTD service's routes, schedules, transfer policies, fare structures, trip planning, and shall be trained in and able to respond to questions from the public regarding the Offeror's compliance with ADA standards and procedures.
- D. Certified Maintenance and Safety Staff The Offeror shall employ certified support staff, including mechanics and a safety officer. Offeror's mechanics shall be trained and certified in accordance with Offeror's policies, State and Federal law and regulations. Mechanics shall receive on-going training on new equipment installed and new vehicles put into service.
- E. General Manager The Offeror shall employ a General Manager who shall be responsible for all aspects of the Offeror's day-to-day operation of the RMRTD purchased transportation service. The General Manager shall be based in RMRTD service area (which includes the NMRX service area). The RMRTD reserves the right to require a change in General Manager if the assigned General Manager is not, in the opinion of RMRTD, serving the needs of the RMRTD adequately.
- F. Operations Manager The Offeror shall employ an Operations Manager at each RMRTD service facility that will be operated by the Offeror. The Operations Manager shall provide support functions for the General Manager.
- G. Other Staff The Offeror shall employ all other staff required to perform the functions of this Contract.

4.4.2 Operations Section The Operations Section will contain the following information:

- A. Standard Operating Procedures for Dispatchers and Drivers Addressing; how drivers will inform all passengers of destinations and stops; the standards that will be followed for 30 minute pre-trip and 15 minute post-trip vehicle inspections; the processes that will be followed for operation of personal assistance device lift equipment and tie-downs; how incidents will be reported; how maintenance issues will be reported; how customer service will be provided; how inclement weather and emergency policies will be communicated; how ADA requirements will be followed; when and how drivers will change signage on illuminators;
- B. Maintenance Detailing the location and a description of the Offeror's existing and proposed service/maintenance facilities; describing the Offeror's schedule of periodic maintenance procedures including a breakdown of each regularly scheduled

- maintenance category; providing the maintenance records that will be used by the Offeror; describing the Offeror's maintenance record retention program; providing a plan to ensure all vehicles used in the service are correctly marked with RMRTD approved logos, the customer service telephone number, and the RMRTD's website;
- C. Safety and Security Detailing the procedures that will be used by the Offeror to coordinate with law enforcement and emergency agencies in emergency situations; providing the Offeror's written procedures to be used by drivers and other staff in response to disruptive passengers and in response to emergencies such as accidents, inclement weather and fire;
 - D. Passenger Counting and Fare Detailing the following: methods that will be used to count passengers; the system used to produce, distribute and account for sequentially numbered monthly passes, including processes for on-line and retail sales outlets; the system that will be used to account for fare-box, pass revenue monies, transit debit cards or other pass/fare systems issued by the Federal government; the processes that will be used to deduct liquidated damages from billing statements; and, the locations of pass sales outlets;
 - E. Performance Measurement Detailing the method used to report ridership by route, date, and time on a weekly basis; the procedures that will be used to prevent service interruptions due to driver no-shows, mechanical breakdowns, and/or missed pickups or drop-offs; the process for managing, measuring and maintaining on-time performance including the use of Geographic Positioning System technology; the procedures that will be used to transport passengers with disabilities in a timely manner in the event of a vehicle breakdown or an inoperable wheelchair lift; the methods used to monitor driver's adherence to standard operating procedures;
 - F. Customer Service Detailing the methods used to assist customers who need help boarding or disembarking; communicating information to all passengers regarding destinations and delays in service due to unforeseen incidents such as accidents, breakdowns or inclement weather; the processes that will be used to alert passengers to schedule changes and temporary or permanent changes in service or route; how the Offeror will track, log and respond to customer complaints from passengers or other members of the public;
 - G. Training Detailing on-going staff training program to develop and maintain staff competencies and enhance a safe-performance of service; detailing the Offeror's annual training schedule and courses; including the processes that will ensure every driver will be re-certified annually by the Offeror's Training Manager as competent to board passengers using a lift and to secure passengers who use a mobility aid; a plan for ensuring that all drivers complete certification in CPR, First Aid, ADA compliance procedures, emergency operations, understanding the capabilities and needs of special needs passengers, customer service, and pre- and post-trip inspections before they begin operating vehicles in the program and that they maintain those certifications while employed in the service; documentation for all course content, each employee's number of training hours and the names of courses successfully completed by each employee;
 - H. Training Materials Providing copies of all training course materials and the schedule of training provided to all staff on a quarterly basis or as requested by RMRTD.
 - I. Inspections by the State or RMRTD Establishing that the State or RMRTD may inspect, at any reasonable time, with 24 hours advance notice, the part of the Offeror's, or any sub-contractor's vehicles, service center(s), or place of business, which is related to the performance of this RFP, and that the RMRTD may audit training courses and inspect employee training records.

- J. Certifications and Licenses Establishing how and where the Offeror will hold all certifications and licenses required under Federal and State law for public transportation carriers.
- K. Compliance with New Mexico Motor Carrier Act Establishing that the Offeror will comply with the New Mexico Motor Carrier Act from the start of service and throughout the term of the Contract.
- L. Driver Incentive Program and Driver Conditions for Employment Establishing that the Offeror will develop and keep in force for the term of the Contract a Driver Incentive Program and a Driver Conditions for Employment Policy, and that the Offeror will provide copies of these documents to the RMRTD upon request.
- M. Background Checks Establishing that the Offeror shall provide and follow a written policy regarding background checks on staff hired for the service and providing that policy to the RMRTD.
- N. Compliance with Standards, Procedures, and Guidelines Establishing that the Offeror will follow all existing and future standards, procedures, and guidelines implemented by the RMRTD for the operation of the RMRTD purchased transportation service, specifically including but not limited to the RMRTD's Advertising Standard, Passenger Guidelines, Driver Handbook, Bus Bridge SOP and Standard Procedures for Connecting Service with the New Mexico Rail Runner Express and other public transit connections.

4.4.3. Vehicles Section This section establishes the number and types of buses required to be used in the service, and describes the specific amenities required on each bus. It also describes the mandatory spare ratio and the locations where spare buses will be maintained. It describes the permissible age of buses, the cleanliness standards required for the buses, and the installation of decals on the buses. The following standards **must** be used in the description.

- A. General Description Establishing that the Offeror will provide vehicles that meet the Americans with Disabilities Act (ADA) requirements for public transportation. Buses will have a capacity of 28-35 passengers and be equipped with climate control, illuminator, public address system, two-way radio or hands free cell communications, locked fare-boxes, and the capacity to carry at least two wheelchairs. RMRTD also desires the capability of carrying two bicycles
- B. Spare Ratio Establishing that the Offeror shall maintain a spare ratio of approximately 20% or at least one equivalent bus, whichever is greater, at each service facility.
- C. Age of Vehicles Establishing that no vehicle used in the RMRTD service will be older than 7 – 10 years.
- D. Cleanliness of Vehicles Establishing that all vehicles will be clean, inside and outside, at the start of each service day.
- E. Decals on Vehicles Establishing that prior to a bus being used in RMRTD service, the Offeror will purchase and install on each vehicle decals with the RMRTD name, the customer service telephone number, the RMRTD website address, and a vehicle number. The Offeror will also install official RMRTD logo decals that the RMRTD will supply.

4.4.4. Fares, Passes and Other Forms of Payments Section This Section contains the standards that will be applied to fare systems.

- A. Establishing that the RMRTD shall determine fares for the system.
- B. Establishing that the Offeror shall collect fares via cash being inserted into a secure fare box, via monthly passes, and via transit debit cards or other pass/fare systems issued by the Federal government or other RMRTD approved method.
- C. Establishing that the Offeror shall accurately count passengers and fares at each pickup/stop location;
- D. Establishing that the Offeror shall secure the fare boxes and other fare media in a manner where neither the driver nor any unauthorized person has access to them.
- E. Establishing that the Contractor shall collect fares via cash being inserted into a secure fare box, a monthly pass, or other RMRTD approved method. Contractor shall balance cash, passes and other fares to the drivers' reports within 24 hours of the end of each driver's shift occurring Monday through Thursday, and no later than the end of the workday on a Monday following each drivers' shift that occurs on a Friday. The Contractor shall secure the fare boxes and other fare media in a manner where neither the driver nor any unauthorized person has access to them.
- F. Establishing that the Offeror shall be responsible for securing and tracking all sold and unsold fare media provided by RMRTD for sale onboard the buses.
- G. Establishing that the Offeror shall develop and use a process for accepting transit debit cards or other pass/fare systems utilized by the Federal government.
- H. Establishing that the Offeror shall accurately account for all revenues generated by fares, passes, other pass/fare systems approved by the Federal government.
- I. Establishing that the Offeror shall provide fare box training for drivers.

4.4.5. Communications Section This Section identifies the communications equipment and the protocols for their use that the Offeror **must** provide and use.

- A. Providing a list of all contact phone numbers for management personnel to the RMRTD and to State and local authorities identified by the RMRTD.
- B. Establishing that during the term of the Contract based on this RFP, the Offeror shall equip each vehicle used in RMRTD service with radio/cellular equipment and shall maintain and utilize that equipment to provide quick and accurate communication between drivers and the Dispatcher. Radio/cellular equipment shall provide un-broken coverage for the entire RMRTD service area.
- C. Describing the standard protocol drivers will to follow when communicating with the Offeror's Dispatcher in cases of incidents.
- D. Establishing that the Offeror shall maintain a customer service telephone number during the term of this Contract and that customer service telephone shall be staffed during all hours of operation of the RMRTD Service.
- E. Establishing that the Offeror will assign a Manager or Managers to be on call with a cellular phone/radio during all RMRTD service hours and NMRX service hours for contact in case of an emergency situation, and establishing that the Manager(s) on duty will keep an "on call book" containing pertinent information regarding the current and next day dispatch, emergency contact phone numbers for authorities and all employees contact numbers, and establishing that the Manager(s) on duty will be knowledgeable of the entire operation and will assist with suggestions, ideas and solutions to resolve issues as they develop including assisting with providing available resources for bus bridge operations outlined in Appendix 3.

- F. Establishing that within ten minutes of being notified of any of the following events, the Offeror shall inform the RMRTD by telephone call or e-mail, as required by the RMRTD:
 - 1. any delay of more than ten minutes in a bus departing a regularly scheduled stop;
 - 2. any missed stops;
 - 3. any incidents or accidents affecting the operating ability of a bus in service or affecting the health, safety or welfare of a bus driver or passengers on a bus in service, or affecting the health, safety or welfare of any other person affected by such an incident or accident.
- G. Establishing that the Offeror shall, within 15 minutes of being informed of any delays over 10 minutes, inform RMRTD customer service / NMRX dispatch Call Center of any delays over 10 minutes.
- H. Establishing that the Offeror shall ensure that a qualified replacement driver and appropriate vehicle is dispatched in the case of an incident which will result in a delay of more than ten minutes on a route.
- I. Establishing that the Offeror shall respond to all passenger or public comments it receives within 24-hours of receiving the comment, and that the Offeror will inform the person making the comment and the RMRTD of the outcome or action that occurred as a result of the comment.
- J. Establishing that the Offeror shall install, use and maintain a GPS vehicle tracking system approved by RMRTD in each vehicle used for RMRTD service; that the Offeror's use of GPS shall be continuous.
- K. Establishing that the Offeror's customer service telephone number shall be staffed during all hours of operation of the RMRTD service; that the Offeror shall keep a spreadsheet detailing the date, time, and content of all comments about the RMRTD service, including phone calls, email, and mailed in evaluation forms, which are received by the Offeror; that the Offeror shall provide that spreadsheet, along with any related records or documents, to RMRTD along with the Offeror's bi-weekly invoices.

4.4.6. Advertising Section This Section contains the standards that will be applied to advertising.

- A. Establishing that the Offeror shall comply with the RMRTD Advertising Standard, which is attached as APPENDIX D to the Contract.
- B. Establishing that one-hundred percent (100%) of the net income (after expenses) from advertising on or in buses will be credited to RMRTD service

4.4.7 Reports Section This Section establishes that the Offeror shall submit the following reports in the format established by the RMRTD.

- A. Full documentation on any incident described in 4.5.5, F.1-3, above, upon request by the RMRTD.
- B. All police records and incident reports for any occasion in which a RMRTD vehicle, a passenger, driver, pedestrian, another person, vehicle, or property is damaged or injured. The Offeror will submit a follow up report with details as required by the RMRTD.

- C. weekly GPS reports on daily arrival time of each driver and vehicle on the first stop of the morning and afternoon; weekly, monthly, and annual ridership and financial reports by route and date;
- D. monthly financial reports and invoices;
- E. monthly pass sales reports;
- F. weekly reports describing ridership by route and date,
- G. reports on customer complaints within 24 hours of the Offeror receiving those reports.
- H. monthly invoices that detail ridership, percent capacity used, fare box collections, pass sales, advertising, liquidated damages, gross and net costs, and gross receipts tax.
- I. Monthly and annual ridership and financial cost reports by route.
- J. Federal Management Information Systems reports, as needed, on Drug and Alcohol Testing Program and other required information to comply with Federal funding regulations.
- K. National Transit Database reporting including Ridership Activity, Safety and Security (no major and major incidents), Transit Agency Services, Facilities, Revenue Vehicle Inventory, Operating Expenses, Fuel Consumption, Mechanical Break downs, etc.

4.4.8 Cooperation Section This Section establishes various responsibilities for cooperation between the Offeror and the RMRTD as well as the Offeror's responsibilities for cooperating with other agencies and for following certain guidelines.

- A. Establishing that the Offeror shall assist the RMRTD in determining the routes, schedules, and timetables for RMRTD purchased transportation services. The Offeror shall not make changes to the schedules or routes without prior written approval of the RMRTD and shall make changes to schedules or routes as required by the RMRTD.
- B. Establishing the methods that will be used to ensure that copies of schedules and rider alerts prepared or approved by the RMRTD are available to passengers on all buses used for RMRTD service; establishing how rider alerts will be posted on each bus affected by a delay or service change; and how rider alerts will be distributed to passengers on each affected bus.
- C. Establishing that the Offeror will coordinate with RMRTD customer service center to update the center's information regarding routes, schedules, detours, and delays.
- D. Establishing that the Offeror will cooperate with the RMRTD to post schedules at each stop where a kiosk or shelter is available.
- E. Establishing that the Offeror will distribute and collect periodic customer surveys developed by the RMRTD.
- F. Establishing that the Offeror will follow Federal Transit Administration guidelines for Drug and Alcohol testing of staff in the case of any incidents or accidents affecting the health, safety or welfare of a bus driver or passengers on a bus in service, or affecting the health, safety or welfare of any other person affected by such an incident or accident.
- G. Establishing the Offeror's written policy regarding background checks on staff hired for the service.

4.4.9 Maintenance Section This Section establishes the types of maintenance that is the responsibility of the Offeror.

- A. Establishing that the Offeror shall secure and use fenced illuminated and secure vehicle storage and maintenance facilities in the service areas where RMRTD routes are operated, and establishing that vehicles used in the service shall be housed and serviced to the maximum extent possible in those facilities nightly.
- B. Establishing that the Offeror shall use a detailed computer enhanced maintenance program, which will detail ongoing or preventive maintenance and repairs and regularly scheduled required maintenance;
- C. Establishing how the Offeror will maintain a sufficient parts inventory to allow for proper repairs to be made in an efficient manner with the shortest possible reduction in the required spare ratio.
- D. Establishing that the Offeror will provide a comfortable vehicle environment for passengers and maintain an attractive overall image, including daily cleaning, trash removal, and the daily cleaning of the interior and exterior vehicles.
- E. Establishing that the Offeror have a system in place to ensure that each vehicle is sanitized regularly to prevent Covid like pathogens from lingering in the vehicle.
- F. Establishing that a vehicle will not be used in service when it has any defect that would place it in the category of "out of service" according to US DOT Federal Motor Carrier Rules and Regulations.
- G. Establishing that vehicles can be declared out of service by the Offeror's maintenance staff, supervisors, or State or Federal Agencies.
- H. Establishing that the Offeror will not operate any Out of Service vehicles until all the necessary repairs have been completed.
- I. Establishing that the Offeror will have maintenance personnel work around operation schedules and shall provide and use spare vehicles to ensure uninterrupted service.
- J. Establishing that vehicles with a nonfunctional wheelchair lift will not be put into revenue service.
- K. Establishing that the Offeror will implement and use a preventive maintenance program for all vehicles used in the service, which includes a complete inspection of the vehicle, repair and general servicing. Offeror will keep all maintenance records on file for the duration of the Contract plus three years.
- L. Establishing that the Offeror will require drivers to perform a detailed, industry-standard daily pre-trip and post-trip inspection of their vehicles and will be required to fill out a Bus Driver's Inspection Report which shall be kept on file for the term of the Contract plus three years.
- M. Establishing that the Offeror shall have all vehicles used for this service inspected by the New Mexico Motor Transportation Division prior to the start- up of service, and provide to the RMRTD, upon request, a copy of the inspection reports.
- N. Establishing that the Offeror shall make all equipment available for inspection by the Motor Transportation Division for an Annual Level 5 inspection and the appropriate decal will be applied to each vehicle at that time.
- O. Establishing that prior to placing a vehicle in operation, the Offeror shall, upon request, provide the RMRTD with complete files kept pursuant to 49 CFR Part 396 Inspection, Repair and Maintenance on each commercial motor vehicle that will be utilized for the service.
- P. Establishing that any replacement vehicle used in the RMRTD service shall meet the same standards as buses regularly used in the service.

- Q. Establishing that the Offeror shall comply with all applicable State and the Federal Motor Carrier laws and regulations during the term of this Contract.
- R. Establishing that the Offeror will maintain, repair, or replace any equipment required for the efficient operation of the program at no cost to the RMRTD.
- S. Establishing that the Offeror shall maintain a secure lost and found storage cabinet or drawer in their facility and respond promptly to customer's inquiries about lost or found items.

4.4.10. Safety and Security Section Describing the protocols that will be followed for coordinating with law enforcement and emergency response agencies in emergency situations, and providing the written procedures that will be provided to drivers for use in response to disruptive passengers, emergencies such as accidents, inclement weather and other events that affect the ability of the Offeror to comply with the schedules approved by the RMRTD.

4.4.11. Drug and Alcohol Testing Section. Establishing that the Offeror shall comply with the Drug and Alcohol Program and all records required in CFR 49 Part 655, Controlled Substance and Alcohol Use and Testing and Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Program.

4.5 Business Specifications

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

4.5.1 Business Financial and Organizational Information Offerors **must** provide current financial and organization information on the organization making the offer. This information shall include, but is not limited to, the company size, organization structure, date of incorporation, ownership, number of years in business, home office location, audited financial statements for past three years, annual report or CPA audits, and other appropriate information. The RMRTD's Procurement Manager may require the submission of additional evidence of financial stability.

4.5.2 Corporate Experience Offerors **must** submit a statement of relevant corporate experience. If the Offeror has provided similar services in other locations in the past or currently, a brief description of those services, including number of vehicles used, number of annual passengers, and number of annual miles **must** be included.

4.5.3 Corporate References Offerors **must** include at least three (3) external client references from clients who received similar services. The minimum information that **must** be provided about each reference is:

- a) Name of individual or company services were provided for
- b) Address of individual or company
- c) Name of contact person
- d) Telephone number of contact person
- e) Type of services provided and dates services were provided.

4.5.4 Offeror Staff Experience Offerors **must** submit resumes of all proposed key professional staff members who will be performing services under the Contract. At a minimum this includes the Offeror's General Manager, Operations Manager, Maintenance Supervisor, and Safety Officer. Experience narratives shall be attached that describe the specific relevant experience of the staff members in relation to the role that member will perform for this Contract. The narrative(s) **must** include the name of the individual(s) proposed and shall include a thorough description of their education, knowledge, and relevant experience as well as certifications or other professional credentials.

4.6 Price Proposal

4.6.1 Primary Purchased Transportation Service Area The cost shall be presented as **Total Cost Per Revenue Hours of Service** which shall be inclusive of all costs except New Mexico gross receipts tax (GRT). Bus service will be provided Monday thru Friday, except on RMRTD designated holidays. Offerors **must** use 250 service days per year in cost calculations.

4.6.2 NMRX Bus Bridge Service The cost shall be presented as **Total Cost Per Mile by Vehicle Type** which shall be inclusive of all costs except New Mexico gross receipts tax (GRT). Bus Bridge service will be provided during NMRX service disruptions as requested by RMRTD and based on Offerors availability of vehicles and personnel.

4.6.3 GRT shall be shown as a separate line item on invoices. The current State GRT for transportation services shall conform to applicable County service area, the rate may change or may be different depending on municipal GRT rates. For appropriate GRT rates, Offerors shall consult New Mexico Taxation and Revenue Department publication FYI-290 and contact the Audit and Compliance Division at the address below:

**Audit and Compliance Division
Manuel Lujan Building
1200 South St. Francis Drive
Santa Fe NM 87505-4034**

or <http://www.tax.newmexico.gov>

Cost will be submitted on the Pricing Form (Appendix 7). Only cost data will be included in Binder 2. This form **must** be completed and submitted **only in Volume II** Additional instructions for reporting cost are given in Appendix 7.

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5.0 EVALUATION

5.1 Evaluation Point Summary

The following is a summary of evaluation factors with point values assigned to each. These factors, along with the solicitation's General Requirements and Special Provisions, will be used in the evaluation of Offeror proposals.

<u>Evaluation Factor</u>	<u>Points</u>
<u>Licenses, Certifications, Inspections, Insurance and Regulations</u>	Pass/Fail
<u>Operations Plan</u>	
1. Staff Section*	25
2. Operations Sections	25
3. Vehicles and Maintenance Sections	25
4. All Other Sections Combined	25
(*includes resumes and information provided under specification section 4.6.4)	
<u>Business Specifications</u>	
5. Business Financial and Organization Information	25
6. Corporate Experience and References	25
<u>Price for Services</u>	
7. Price for Primary Purchased Transportation Service Area (Base)	40
8. Type, Availability and Price of vehicles for Bus Bridge Service	<u>10</u>
SUBTOTAL	200
5. Oral Interview (If Necessary)	30
6. Best & Final Offers (If Necessary)	<u>20</u>
TOTAL AVAILABLE POINTS	250

5.2 Evaluation Process

The evaluation process will follow the steps listed below:

5.2.1 Proposal Compliance

All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the solicitation. Proposals deemed non-responsive will be eliminated from further consideration.

5.2.2 Contacting Offerors

The Procurement Officer may contact the Offeror for clarification of the response as specified in Section 2.2.6 of this solicitation.

5.2.3 Finalist Selection

Responsive proposals will be evaluated on the factors specified herein that have been assigned a point value. The responsible Offerors with the highest scores will be selected as Finalist Offerors based upon the proposals submitted. Finalist Offerors may then be asked to participate in Oral Interviews. At the conclusion of the Oral Interviews additional points may be awarded in accordance with this section. The Evaluation Committee may then make a recommendation to the Executive Director for award or solicit Best and Final Offers from any or all of the finalists. If Best and Final Offers are solicited, the Evaluation Committee will award additional points in accordance with this section and then make a final recommendation for award to the Executive Director. Finalist Offerors providing the most advantageous proposal taking into consideration the evaluation factors specified herein will be recommended for Contract award. Please note, however, that a serious deficiency in the response of any one factor may be grounds for rejection regardless of overall score.

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APPENDIX 1

**REQUEST FOR PROPOSALS
RFP#: 2023-04**

PROPOSAL FORM

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 2.3.1.
3. I (We) acknowledge receipt of any and all amendments to this RFP, Nos. _____ to _____ .

Signature of Officer _____ Date _____

APPENDIX 2

**REQUEST FOR PROPOSALS
RFP#: 2023-04**

ACKNOWLEDGEMENT OF RFP RECEIPT

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, and ending with Appendix 7 and Exhibit A.

The acknowledgement of receipt should be signed and returned to the Procurement Officer. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal for the procurement checked below at least seven (7) days prior to the proposal due date, will receive copies of all potential Offeror written questions and the RMRTD's written responses to those questions as well as solicitation amendments, if any, that are issued.

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

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

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

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

Return to: Phil Pino
Procurement Officer
809 Copper Ave. N.W., Albuquerque, NM 87102
Phone: 505-724-3634
E-mail: ppino@mrcog-nm.gov

3.2 Days of Operation

Operating Days for Contract Bus Service

Route	Weekday Schedule	Saturday	Sunday	New Year's Day	President's Day	Memorial Day	Independence Day	Labor Day	Thanksgiving Day	Christmas Day
8	WS	NS	NS	NS	WS	NS	NS	NS	NS	NS
201	WS	NS	NS	NS	WS	NS	NS	NS	NS	NS
202	WS	NS	NS	NS	WS	NS	NS	NS	NS	NS
204	WS	NS	NS	NS	WS	NS	NS	NS	NS	NS
366	WS	NS	NS	NS	WS	NS	NS	NS	NS	NS
505A	WS	NS	NS	NS	WS	NS	NS	NS	NS	NS

WS	Weekday Schedule
SA	Saturday Schedule
SU	Sunday Schedule
NS	No service operated

3.3 Funding

Funding for RMRTD services included in this RFP comes from State of New Mexico, US Department of Transportation (Federal Transit Administration), advertising revenue, RMRTD Gross Receipt Taxes and passenger fares.

3.4 Routes and Average Daily Ridership

The RMRTD Primary Purchased Transportation Service Area includes six (6) Commuter / Shuttle routes (See existing route maps and schedules following this paragraph or online at www.riometro.org). The table below includes details on the routes including route #, existing vehicle type, peak vehicle utilization, and annual statistics. *Please note that Route 505A is interlined with route 366 and one bus is used for both services.

Rio Metro Service Area Route Information (as of 6/30/19)

Route	Vehicle*	Peak Vehicles	Annual Revenue Service Hours (RSH)	Annual Revenue Miles	Annual Passengers (as of 6/30/19)
8	GCA M1235 35'	1	1,473	55,396	5,180
201	GCA M1235 35'	1	1,057	13,730	5,211
202	GCA M1235 35'	1	2,822	57,178	19,196
204	GCA M1235 35'	1	3,310	83,633	13,721
366	GCA M1235 35'	1*	1,433	42,469	5,397
505A	GCA M1235 35'	1*	88	2,510	352
Total		5	10,183	254,916	49,057

Route 8

Schedule effective 4/7/14 Horario efectivo 4/7/14



Route 8 — From Cuba / Desde Cuba

Cuba Municipal Complex	8:19a	—
McDonald's / Circle K	8:26a	3:30p
Cuba Elementary	—	3:37p
Cuba Middle School	—	3:39p
Cuba High School	—	3:41p
San Ysidro Village Office	9:06a	4:26p*
Zia Pueblo Tribal Office	9:16a*	—
Home Depot	—	4:55p

Route 8 — To Cuba / Hacia Cuba

Home Depot	6:24a	—
Zia Pueblo Tribal Office	6:43a	—
San Ysidro Village Office	6:53a	2:39p
Cuba Municipal Complex	7:33a	3:21p
McDonald's / Circle K	7:36a	3:23p
Cuba High School	7:40a	—
Cuba Elementary School	7:43a	—
Cuba Middle School	7:45a	—
Cuba Municipal Complex	7:55a	—

* Connection with Route 204 to US 550 Rail Runner
 * Conecta con Ruta 204 hacia la estación US 550

Route 204

Schedule efectiva 4/7/14 Horario efectivo 4/7/14

Weekday Schedule

Horario de lunes a viernes

Bernalillo • Zia Pueblo • San Ysidro
Jemez Pueblo • Cañon • Jemez Springs



Please note: each color on the route map represents a fare zone.
Tama nota: cada color en el mapa representa una zona de tarifa.

Route 204 — From Jemez Springs / Desde Jemez Springs

Jemez Springs Village Complex	5:20a	8:32a	3:40p	6:56p	7:52p
Jemez School	—	—	3:58p	—	—
Cañon Senior Center	5:38a	8:48a	4:05p	—	—
Jemez Pueblo Civic Center	5:49a	9:01a	4:13p	7:21p	8:17p
San Ysidro Village Office	5:59a	9:08a	4:26p	7:30p	8:26p
Zia Pueblo Tribal Office	6:08a	9:21a	4:37p	—	—
Home Depot	—	—	—	—	—
US 550 Rail Runner Station	6:33a	—	5:04p	—	—
Home Depot	—	9:41a	—	—	—
Sprint	—	9:42a	—	—	—
Tri-State Building	—	9:45a	—	—	—
NM State Offices	—	9:47a	—	—	—
Walmart	—	9:58a	—	—	—
US 550 Rail Runner	—	10:00a	—	—	—
Sandoval County Courthouse <small>STOP ON REQUEST ONLY</small>	—	10:15a	—	—	—

Route 204 — To Jemez Springs / Hacia Jemez Springs

Sandoval County Courthouse	—	1:47p	—	—	—
US 550 Rail Runner Station	6:47a	2:03p*	5:17p	6:13p	—
Home Depot	6:57a	—	5:37p	6:33p	—
Zia Pueblo Tribal Office	7:16a	2:37p	6:03p	6:59p	—
San Ysidro Village Office	7:24a	2:39p*	6:11p	7:07p	—
Jemez Pueblo Civic Center	7:31a	2:45p	6:21p	7:17p	—
Cañon Senior Center	7:37a	2:50p	6:28p	7:24p	—
Jemez School	7:42a	—	—	—	—
Jemez Springs Village Complex	8:02a	3:10p	6:51p	7:47p	—

- * Connection with Route 202 to Cochiti Lake
- * Conecta con Ruta 202 hacia Cochiti Lake
- † Connection with Route 8 to Cuba, NM
- † Conecta con Ruta 8 hacia Cuba, NM

Route 366

Schedule efectiva 4/7/14 Horario efectivo 4/7/14



Please note: each color on the route map represents a fare zone.
Tama nota: cada color en el mapa representa una zona de tarifa.

Route 366 - Westbound / Hacia oeste

Central/Unser	Rt. 66 Casino
6:35 a.m.	6:55 a.m.
7:30 a.m.	7:50 a.m.
8:30 a.m.	8:50 a.m.
3:30 p.m.	3:50 p.m.
4:35 p.m.	4:55 p.m.
5:35 p.m.	5:55 p.m.

Route 366 - Eastbound / Hacia este

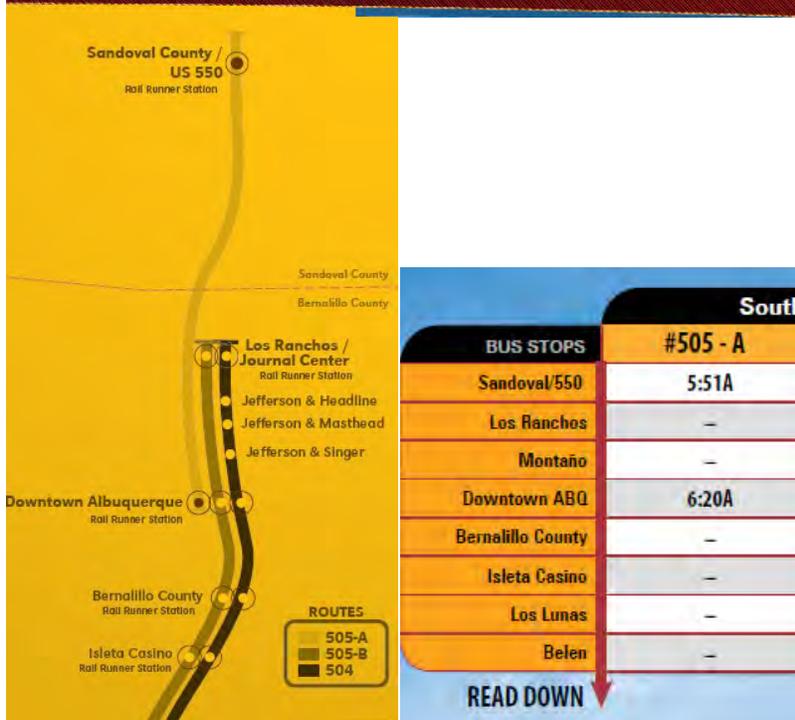
Rt. 66 Casino	Central/Unser
7:00 a.m.	7:20 a.m.
8:00 a.m.	8:20 a.m.
9:00 a.m.	9:20 a.m.
4:10 p.m.	4:30 p.m.
5:10 p.m.	5:30 p.m.
6:10 p.m.	6:30 p.m.

Bus Routes 504, 505-A & 505-B

Schedule Effective April 7th, 2014 | Horario efectivo a partir del 7 de abril del 2014 abril 2014

Weekday Schedule

Horario de lunes a viernes



3.5. Secondary Purchased Transportation Service Areas

These are potential Secondary Purchased Transportation Service Areas where bus service may be established after the start of this contract. The levels of service and start up dates for these areas are to be determined by the RMRTD. This RFP and the Contract that will result do not grant the awarded contractor exclusive rights to bid for or to provide RMRTD bus service in the Secondary Service Areas. Costs for secondary service areas may be negotiated by NMDOT and the Contractor based on costs for Primary Service Area which are in place at the time of the implementation of the Secondary Service Area and shall be agreed to in a contract amendment. The RMRTD will determine which Secondary Purchased Transportation Service Areas will be served, when the service will be implemented, and what levels of service will be provided.

3.6 New Mexico Rail Runner Express Bus Bridge Services

During rail system failures or extended rail service delays, replacement bus service may be requested by Rio Metro Rail Operations Control via Contractor Dispatch. This replacement bus service is called a “Bus Bridge” because the buses “bridge” service between affected rail stations or rail line segments.

The level of service required and times that bus bridge services are needed are highly variable and include weekends. Factors effecting bus bridge level of service requirements include NMRX service disruption location, affected train sets, day of week, time of day, season of year, cause of service disruption and other factors. NMRX bus bridge services can include a large number of passengers that need to be bused around the disruption.

RMRTD utilizes several transit providers when rail service delays and failures occur and may choose to utilize the contractor’s available fleet to help with bus bridge services. This could

include spares that provide services for RMRTD in the primary and secondary purchased transportation service areas contemplated under this RFP or other inventory controlled by the contractor and available on short notice for Bus Bridge Service deployment.

3.7 Additional Services

RMRTD, at its option, may require Contractor to provide the following services and/or materials:

Materials/Equipment

Acquisition of additional materials or equipment related to the delivery of RMRTD contracted bus services including but not limited to vehicle painting, vehicle wrapping, advertisement appurtenances, Dispatching automation equipment, etc. at a negotiated agreed upon cost.

Dispatching/Route Planning/Scheduling

Dispatching, route planning and scheduling for RMRTD bus service. Currently, RMRTD performs these functions for its directly-operated routes. In the event that the RMRTD desires to outsource these responsibilities, the RMRTD may require the Contractor to assume such responsibilities at a negotiated agreed upon cost.

Vehicle Systems

Acquisition and maintenance of electronic devices supporting the RMRTD directly-operated and contracted bus service, including but not limited to, Wi-Fi equipment, on-board video and automatic vehicle locator (AVL) tracking equipment, GPS systems as well as surveillance cameras, at a negotiated agreed upon cost.

Security Services

Transit security services, which may include but are not limited to, on-board surveillance, as well as security service for transit stations, parking lots or other facilities, at a negotiated agreed upon cost.

4.47 Term of Resulting Contract

The Contract resulting from this RFP shall be for a five year period. The contract may be extended for up to three additional years, in one year increments. Cost proposals shall be based on a five year contract term.

APPENDIX 4

**REQUEST FOR PROPOSALS
RFP#: 2023-04**

CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

(To be submitted with each bid or offer exceeding \$100,000)

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 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 5

REQUEST FOR PROPOSALS

RFP#: 2023-04

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.

Name(s) of Applicable Official(s) if any: _____
(Completed by State Agency or Local Public Body)

Adriann Barboa	Dan Stoddard	Joseph Bizzell	Pat Davis	Tammy Fiebelkorn
Anthony J. Mortillaro	Donald Lopez	Lawrence Gordon	Robert Tyler	Tim Keller alt. Lawrence Rael
Brook Bassan	Isaac Benton	Leon Espinoza	Russell Walkup	Walt Benson
Charles Griego	Jack S. Torres	Mel Knight	Steven Michael Quezada	Isleta - Vacant
Dan Lewis	Jim Owen	Michael Meek	Steven Tomita	

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 Date

Title (position)

-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 Date

Title (Position)

APPENDIX 6

REQUEST FOR PROPOSALS

RFP#: 2023-04

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

The Bidder 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 Bidder has participated with any agency in a previous contract or subcontract subject to any Equal Employment Opportunity and Nondiscrimination in Employment requirements.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Compliance reports were required to be filed in connection with such contract or subcontract.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The Bidder has filed all compliance reports due under applicable instructions. If answer to this statement is "No", explain in detail on reverse side of this certification.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Company Name of Bidder Telephone Number

Signature FAX Number

Printed Name E-Mail Address

Title Date

Address:

APPENDIX 7

REQUEST FOR PROPOSALS RFP#: 2023-04

PRICE PROPOSAL

Directions:

Primary Purchased Transportation Service Area

The Vendor **must** insert a cost for each of five service years. In calculating the Total Cost for Revenue Hours of Service, Routes in Primary Purchased Transportation Service Areas at Baseline Service Level, refer to Appendix 3 Section 3.4 of the RFP.

In order for the Evaluation Committee to compare cost proposals effectively, Offerors **must** use the totals in Appendix 3 Section 3.4 of the RFP, in their cost calculations even if later the number of buses, miles, or hours are modified under the Contract.

NMRX Bus Bridge Services

The Vendor must insert two kinds of costs for each vehicle type available for each of the five service years. The first cost is for vehicle mobilization (Because NMRX bus bridge service is not planned service, RMRTD recognizes that there are costs associated with mobilizing drivers and vehicles on short notice. This mobilization fee is intended to cover those costs associated with responding to an NMRX bus bridge call-out. In addition to the mobilization fee, the second cost is the total cost per mile of service (including dead head miles) by vehicle type. In calculating the total cost per mile of service (including dead head miles) by vehicle type Offerors must use a total annual Bus Bridge mileage for each vehicle type of 1,500 miles

The Vendor listed below submits the following firm, total costs of revenue hours of service to complete the requirements for Primary Purchased Transportation Service Areas as outlined in this RFP for the RMRTD

State Fiscal Year	Service Year	Total Costs Per Revenue Hours of Service: Routes in Primary Service Areas at Baseline Service Level	
		Hourly Rate	Total Annual
SFY 2023	1		
SFY 2024	2		
SFY 2025	3		
SFY 2026	4		
SFY 2027	5		
			Total \$

Vendor Name/Signature: _____

The Vendor listed below submits the following firm and fixed costs to include a flat fee by vehicle type for vehicle mobilization associated with NMRX Bus Bridge Service and the total costs per mile of service by vehicle type for vehicles used for Bus Bridge

State Fiscal Year 2026 (Service Year 4):

Vehicle Types and Approximate Availability for Bus Bridge Service									
Vehicle Type	Vehicle Description	Quantity Available Weekday Mornings	Quantity Available Weekday Afternoons	Quantity Available Weekday Evenings	Quantity Available Weekend Mornings	Quantity Available Weekend Afternoons	Quantity Available Weekend Evenings	Mobilization for NMRX Bus Bridge Service	Total Cost Per Mile for Vehicles used in Bus Bridge Service (including deadhead miles)

State Fiscal Year 2027 (Service Year 5):

Vehicle Types and Approximate Availability for Bus Bridge Service									
Vehicle Type	Vehicle Description	Quantity Available Weekday Mornings	Quantity Available Weekday Afternoons	Quantity Available Weekday Evenings	Quantity Available Weekend Mornings	Quantity Available Weekend Afternoons	Quantity Available Weekend Evenings	Mobilization for NMRX Bus Bridge Service	Total Cost Per Mile for Vehicles used in Bus Bridge Service (including deadhead miles)

Vendor Name/Signature: _____

EXHIBIT A

**REQUEST FOR PROPOSALS
RFP#: 2023-04**

CONTRACT TERMS AND PROVISIONS

CONTRACT
RIO METRO REGIONAL TRANSIT DISTRICT
AND
CONTRACTOR

This Contract ("Contract") is made and entered into on the date last entered below, 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 referred to as "Parties."

RECITALS

WHEREAS, the Rio Metro Regional Transit District (RMRTD) issued a Request for Proposals RFP 2023-04 entitled *Contracted Bus Services*, issued March 12, 2023 which is by this reference made a part of this Contract; and

WHEREAS, the Contractor submitted its proposal in response to RFP 2023-04, which is by this reference made a part of this Contract; and

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

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

Section 2. Scope of Services

A. The Contractor agrees to perform the services detailed in the Operations Plan, which is incorporated into this Contract as EXHIBIT A .

Section 3. Compensation

A. Primary Purchased Transportation Service Area – Compensation shall be based on total costs per revenue hours of service in the Primary Purchased Transportation Service Area at the Baseline Level of Service. By service year, this rate is as follows:

State Fiscal Year	Service Year	Total Costs Per Revenue Hours of Service: Routes in Primary Service Areas at Baseline Service Level	
		Hourly Rate	Total Annual
SFY 2023	1		
SFY 2024	2		
SFY 2025	3		
SFY 2026	4		
SFY 2027	5		
			Total \$

In the Primary Purchased Transportation Service Area, the Contractor will be compensated for any additional revenue hours of service above the baseline level at the agreed upon rate in each service year.

B. Secondary Purchased Transportation Service Area – The Contractor does not have exclusive rights to bid for or to provide services in the Secondary Service Areas, if the RMRTD establishes new routes during the term of this contract. If RMRTD awards new routes to the Contractor, the cost per revenue hour of service used in the Primary Purchased Transportation Service Area for that service year will be the basis for negotiating costs of routes in the Secondary Areas.

C. NMRX Bus Bridge Services – Compensation shall be based on total costs per mile of service by vehicle type for NMRX Bus Bridge Service as-needed and requested by RMRTD. By service year the rates are as follows:

State Fiscal Year 2023 (Service Year 1):

Vehicle Types and Approximate Availability for NMRX Bus Bridge Service								
Vehicle Type	Vehicle Description	Quantity Available	Total Cost Per Mile for NMRX Bus Bridge Service (Including Dead Head Miles)					
		Weekday Mornings	Weekday Afternoon	Weekday Evenings	Weekend Mornings	Weekend Afternoon	Weekend Evenings	

State Fiscal Year 2024 (Service Year 2):

Vehicle Types and Approximate Availability for NMRX Bus Bridge Service								
Vehicle Type	Vehicle Description	Quantity Available Weekday Mornings	Quantity Available Weekday Afternoon	Quantity Available Weekday Evenings	Quantity Available Weekend Mornings	Quantity Available Weekend Afternoon	Quantity Available Weekday Evenings	Total Cost Per Mile for NMRX Bus Bridge Service (Including Dead Head Miles)

State Fiscal Year 2025 (Service Year 3):

Vehicle Types and Approximate Availability for NMRX Bus Bridge Service								
Vehicle Type	Vehicle Description	Quantity Available Weekday Mornings	Quantity Available Weekday Afternoon	Quantity Available Weekday Evenings	Quantity Available Weekend Mornings	Quantity Available Weekend Afternoon	Quantity Available Weekday Evenings	Total Cost Per Mile for NMRX Bus Bridge Service (Including Dead Head Miles)

State Fiscal Year 2026 (Service Year 4):

Vehicle Types and Approximate Availability for NMRX Bus Bridge Service								
Vehicle Type	Vehicle Description	Quantity Available Weekday Mornings	Quantity Available Weekday Afternoon	Quantity Available Weekday Evenings	Quantity Available Weekend Mornings	Quantity Available Weekend Afternoon	Quantity Available Weekday Evenings	Total Cost Per Mile for NMRX Bus Bridge Service (Including Dead Head Miles)

State Fiscal Year 2027 (Service Year 5):

Vehicle Types and Approximate Availability for NMRX Bus Bridge Service								
Vehicle Type	Vehicle Description	Quantity Available Weekday Mornings	Quantity Available Weekday Afternoon	Quantity Available Weekday Evenings	Quantity Available Weekend Mornings	Quantity Available Weekend Afternoon	Quantity Available Weekday Evenings	Total Cost Per Mile for NMRX Bus Bridge Service (Including Dead Head Miles)

Total compensation to be paid to the Contractor for services satisfactorily performed during the term of this Contract shall not exceed \$_____, which amount includes applicable New Mexico Gross Receipts Taxes. Of the total compensation listed above, the Catalog of Federal Domestic Assistance Number (CFDA) of the Program from which the Federal funding for is authorized, is from CFDA 20.509 for \$_____ and CFDA 20.500 for \$_____.

This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The RMRTD will not compensate the Contractor for services or other deliverables provided prior to the full execution of the contract, after the expiration of the contract, or in excess of the maximum dollar amount of the contract. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the RMRTD when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation without this Contract being amended pursuant to Section 13, "Changes," prior to the performance of those services.

The Contractor **must** submit a detailed statement accounting for all services performed and expenses incurred on a monthly basis. All invoices for work performed **must** be submitted by the Contractor to the RMRTD within fifteen (15) days after the end of the month. Payment under this Contract shall not foreclose the right of the RMRTD to recover excessive or illegal payments.

The Contractor's satisfactory performance of services shall be a prerequisite for payment. Payment shall be made within thirty (30) days after the work has been approved and accepted by the RMRTD. The amount paid by the RMRTD may be reduced by an assessment of liquidated damages pursuant to Section 4, "Liquidated Damages".

The Contractor is responsible for making payment of all federal, state and local taxes applicable to its operations and any persons employed by the Contractor, unless the Contractor is exempt.

Section 4. Performance Standards and Liquidated Damages

Performance Standards

The Contractor shall operate revenue service as described in the RMRTD's approved schedules.

In the event that the Contractor, for reasonable cause, misses the final run of the a.m. or p.m. on any route, or arrives late at an intermodal stop so that passengers are unable to transfer to or from another mode (such as rail or shuttle) and as a

result passengers are unable to continue their regular commute, the Contractor shall resume service as soon as possible and with the least practicable disruption of service, and shall continue the service to deliver each passenger to the stop where they would normally disembark (including those stops on the rail or shuttle routes). The RMRTD shall compensate the Contractor for those additional revenue hours of service at the cost per vehicle-hour specified in this Contract.

In the event that without reasonable cause the Contractor misses the final run or final stop of the route, or an intermodal stop so that passengers are unable to transfer to or from another bus or another mode (such as rail or shuttle) and this results in passengers being unable to continue their commute, the Contractor shall, at the Contractor's expense, resume service as soon as possible and with the least practicable disruption of service, and shall deliver each passenger to the stop where they would normally disembark. The Contractor shall not charge the RMRTD for any additional revenue hours of service that are required to deliver all passengers to their final destination.

Liquidated Damages.

- A. The RMRTD may assess liquidated damages against the Contractor in the event that the Contractor, without reasonable cause, fails to adhere to the performance standards of this Contract, which include the following:
1. Failure of a bus to arrive at or depart from its first stop within 10 minutes of scheduled time.
 2. Failure of the bus to make a scheduled stop.
 3. Failure of the Contractor to provide a bus and driver for all scheduled stops on a run.
 4. Failure of a bus or shuttle to arrive at an intermodal stop on schedule to allow passengers to transfer to and from connecting service.
 5. Departure of a bus from a stop more than ten minutes after the scheduled departure time from a stop other than the first stop.
 6. Departure of a bus from its scheduled route without approval from Contractor's dispatcher or manager on duty.
 7. Failure of a bus to have paper copies of the current RMRTD schedules on display and easily available to passengers.
 8. Failure of the Contractor to provide notice to the RMRTD, either by telephone, text or e-mail, as required by the RMRTD, of delays, missed stops, incidents and crashes, within ten minutes of the Contractor's dispatcher being informed of such events.
 9. Failures to board, transport, and disembark a passenger with disabilities due to equipment failure or driver/supervisor decision or action.
 10. Failure of driver to announce vehicle destination and stops.
 11. Departure of a bus from a stop prior to the scheduled departure time for that stop.

- B. Liquidated damages may be assessed by the RMRTD in the following amounts for the following reasons listed above:
1. \$250 for the first occurrence in a calendar month of any actions listed in Section 4A, paragraphs 1 through 8.
 2. \$500 for any second occurrence in a calendar month of any action listed in Section 4A, paragraphs 1 through 8.
 3. \$750 for any subsequent occurrences in a calendar month of any actions listed in Section 4A, paragraphs 1 through 8.
 4. \$500 for the first occurrence in a calendar month of any actions listed in Section 4A, paragraphs 9, 10 and 11.
 5. \$1,000 for any subsequent occurrences in a calendar month of any actions listed in Section 4A, paragraphs 9, 10 and 11.

Any liquidated damage charges imposed by the RMRTD shall be deducted from payments owed to the Contractor for invoiced services.

The RMRTD shall determine if the incident was beyond the control of the Contractor. The Contractor shall track incidents and shall adopt and follow procedures so that the type of incident does not recur.

Section 5. Time of Performance

The Services described herein shall commence on _____ and shall be completed within five (5) year, unless the time for completion is extended pursuant to Option to Extend Term in Section 6.

Section 6. Option to Extend Term

A. The RMRTD may extend the term of this Contract by three (3) years by giving written notice to the Contractor. If feasible, RMRTD shall give Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the Contract expires. The preliminary notice does not commit 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 Contract.

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

C. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed eight (8) years.

Section 7. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the 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 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 the RMRTD.

Section 8. 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 Rio Metro.

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

Section 9. Insurance

A. Commercial Liability and Automobile Insurance. The Contract warrants and represents to Rio Metro 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 Five million Dollars (\$5,000,000) 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 Rio Metro, 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 Rio Metro, 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 Rio Metro 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 Rio Metro a copy of all insurance policies.

C. The Contractor shall furnish Rio Metro 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 Rio Metro 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 Rio Metro. Documents establishing the continuation or

replacement of insurance shall be received by Rio Metro 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 Rio Metro Project Manager. Neither approval nor failure to disapprove insurance certificates of insurance by Rio Metro 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, Rio Metro 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. Rio Metro shall be named as an additional insured on each insurance policy required for commercial general liability coverage including automobile insurance.

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 Rio Metro, 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 Rio Metro 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 Rio Metro

and held by a bank authorized to do business in New Mexico which is acceptable to Rio Metro.

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

Section 10. Reports, Information and Ownership of Documents

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

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

C. Ownership and Use of Documents. The Contractor's work product produced pursuant to this Contract 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 Contract, specifications, manuals and/or related documents. Contractor does not represent that the Documents prepared under this Contract are suitable for reuse under different conditions or on projects other than the Project provided for in this Contract.

D. Publication, Reproduction and Use of Materials. No materials or documents produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The 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 the 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 Contract, if so requested in writing by Contractor.

E. Computer Program Licensing Contracts. Rio Metro shall have the option to

require (at Rio Metro's cost) that the Contractor provide any and all computer licensing agreements necessary to permit Rio Metro to use computer programs and data related to the services performed by Contractor under this Contract.

F. Future Use. Rio Metro'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 Rio Metro'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.

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 Contract. Except as otherwise authorized by RMRTD, such records shall be maintained for a period of six (6) years after receipt of final payment under this Contract.

Section 12. Audits and Inspections

At any time during normal business hours and as often as the RMRTD may deem necessary, there shall be made available to the RMRTD, the funding agent of RMRTD and the State Auditor for examination all of the Contractor's records with respect to all matters covered by this Contract. The Contractor shall permit the 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. 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

The 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 the Contractor's compensation, that are mutually agreed upon by and between the RMRTD and the Contractor shall be incorporated in written amendments to this Contract.

Section 14. Suspension

A. Suspension of Work. The 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 up to 120 days. After 120 days, the Contractor shall have the right to terminate its Services without penalty. Such order shall be in writing and identified as a "Suspension of Work Order". The Contractor shall incur no further costs allocable to the Services during the period of suspension, delay, or interruption. The 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. If the facts and circumstances surrounding the Suspension of Work permit, the RMRTD shall provide thirty (30) days advance written notice prior to suspension of work pursuant to this section. Failure to provide thirty (30) days' notice shall not constitute a default of this Contract or a breach of this section.

B. Resumption of Work. In the event that the 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 the RMRTD determines that the Suspension of Work Order resulted in additional costs to the Contractor in its performance of the Services and the Contractor asserts a claim for such additional costs within thirty (30) days after the cancellation of the Suspension of Work Order.

Section 15. Termination

A. Termination by the 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, the 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 unless the faulting condition is cured within the ten (10) day period

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

B. Termination by RMRTD: twenty (20) day notice. The RMRTD may terminate this Contract at any time by giving at least twenty (20) day notice in writing to the Contractor. Said twenty (20) days shall run from the day on which the Contractor received said notice of termination. In the event this Contract is terminated by the 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 the RMRTD, become the property of the RMRTD, and Contractor shall deliver such work product to the 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 Contract in the event of a default by the RMRTD in the performance of any covenant or Contract 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 Contract is contingent upon the necessary appropriations and authorizations forthcoming for the performance of this Contract. If sufficient appropriations and authorizations are not made, this Contract may be terminated by the RMRTD by giving notice to Contractor. Such event shall not constitute an event default by the 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 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 the Contractor.

Section 16. Special Provisions

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

A. 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 was required for the solicitation as Appendix 4.

B. 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. Certification was required as provided in Appendix 5 of the solicitation.

C. Affirmative Action/Civil Rights Compliance. All proposals were required to include a certification for Affirmative Action/Civil Rights Compliance as provided in Appendix 6 of the solicitation.

D. 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 "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 subcontracts funded hereunder.

E. No Government Obligations to Third Parties. The Contractor acknowledges and agrees 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 Owner, 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 from the U.S. Department of Transportation (USDOT). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

F. 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 USDOT 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 USDOT 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 USDOT 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 provided by USDOT. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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 RMRTD, the USDOT, 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. The Contractor shall at all times comply with all applicable USDOT regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) with the Federal Transit Administration (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 the Contract.

I. Incorporation of Federal Transit Administration (FTA) Terms. All contractual provisions required by the USDOT, as set forth in FTA Circular 4220.1F 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.

J. Energy Conservation Requirement. The Contractor 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.

K. Breaches and Dispute Resolutions.

1) Disputes. Disputes arising in the performance of the resulting Contract which are not resolved by agreement of the parties shall be decided in writing by an authorized representative designated by the RMRTD. 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 authorized representative. 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 authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

3) 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.

4) 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 the 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.

L. 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 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.

M. 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.

N. 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.

O. Disadvantaged Business Enterprise.

1) 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 Department of Transportation (NMDOT), Office of Equal Employment Opportunity Programs’ website: <https://nmdot.dbesystem.com>. A separate contract goal has not been established for this procurement.

2) 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 DOT-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)).

3) 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 the 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.

4) 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 the 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.

5) 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.

P. Civil Rights Compliance.

1) 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 and other implementing requirements FTA may issue.

2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract: Race, Color, Creed, National Origin.

3) 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 that may in the future affect construction activities undertaken in the course of the Project. 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 implementing requirements FTA may issue.

4) 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 implementing requirements FTA may issue.

5) 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Q. Contract Work Hours and Safety Standards Act.

1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work greater than \$100,000 which may require or involve the employment of laborers or mechanics who are not exempt by the Fair Labor Standards Act (FLSA) shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

2) Violation, liability for unpaid wages, liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph one of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages.

3) Withholding for unpaid wages and liquidated damages - The RMRTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided.

4) Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier

subcontractor with the clauses set forth herein.

R. Transit Employee Protective Requirements. The January 3, 2011 Unified Protective Arrangement (UPA) provides to transportation related employees in the service area of the project protections satisfying the requirements of the Federal transit law, 49 U.S.C., Section 5333(b). The employees in the service area of the RMRTD, which includes ABQ Ride operators represented by the American Federation of State, County & Municipal Employees (AFSME) Council 18 and AFSME Local 624, shall be considered third party beneficiaries. By executing the RMRTD contract of assistance, the Contractor accepts the terms and conditions of the UPA. The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by the FTA Unified Protective Arrangement.

S. Access Requirements for Individuals with Disabilities. The Contractor shall, at all times, be in compliance with all statutory requirements imposed by or pursuant to Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 at 49 CFR Parts 27, 37 and 38, as well as any additional requirements which may be placed into effect during this Contract.

T. Drug and Alcohol Testing. The Contractor shall establish and maintain a drug and alcohol testing program that meets the Federal requirements for 49 U.S.C. Section 5311 and 5307 subcontractors.

U. Training. The Contractor shall establish and maintain a training program that meets New Mexico Department of Transportation (NMDOT) requirements for 49 U.S.C. Section 5311 Subgrantees.

V. 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.

W. 2.4.23 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.

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 the 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, Contracts, and understandings between the parties concerning the subject matter of this contract, and all such conditions, understandings and Contracts have been merged into this written Contract. No prior condition, Contract, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Contract.

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

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

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

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

10) Governmental Rights and Powers. Nothing in this Contract shall be construed or interpreted as limiting, relinquishing, or waiving any rights of ownership enjoyed by RMRTD, or waiving or limiting the 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 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 Contract, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to

discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor shall use the 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 Contract.

5) The Contractor shall include the provisions of this section in every subcontract, including procurement of materials and leases of equipment (unless exempt by the above referenced regulations or orders of instructions issued pursuant thereto), in the performance of this Contract.

C. Indemnification Contract.

1) General Indemnification. The Contractor agrees to indemnify and hold harmless the 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 Contract.

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

4) Scope of Indemnification. With respect to any liability, claims, damages, losses or costs that are caused by, or arise out of, the acts or omissions of the Contractor or its officers, employees or agents, the Contractor shall: (a) investigate or cause the investigation of such liability, claims, damages, losses or costs, (b) negotiate or cause to be negotiated all claims made, even when Contractor considers such claims to be groundless, false or fraudulent in the name of the 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 the 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 the RMRTD for investigation, negotiation, and defense, including but not limited to expert witnesses' and attorneys' fees incurred.

5) Miscellaneous. The RMRTD shall, promptly upon receipt, give Contractor every demand, notice, summons, or other process received in any claim or legal proceeding for which the Contractor is required to indemnify the RMRTD. In the event the RMRTD fails to give the Contractor notice of any such demand, notice, summons, or other process received by the RMRTD, and such failure to give said notice shall result in prejudice to the Contractor in its defense of any action or legal proceeding in which the Contractor is required to indemnify the RMRTD, then such failure or delay shall release the Contractor of its liability as set forth in this Indemnification Contract, but only insofar as the particular claim or legal proceeding is concerned, and only to the extent of such prejudice. Nothing in this subsection shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against the 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. Contract Use.

1) Assignment and Subletting. The Contractor shall not assign or otherwise transfer, in whole or in part, any of the rights granted in this Contract without the prior written approval of the RMRTD. The 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.

2) Procurement Under Existing Contract. Pursuant to 13-1-129, RMRTD reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this RFP to any and all public bodies, subdivisions, school districts, community colleges, and universities. This is conditioned upon mutual Contract of all parties pursuant to special requirements which may be appended thereto. The Contractor agrees to notify the issuing body of those entities the desire to use any contract resulting from this RFP. RMRTD assumes no authority, liability or obligation on behalf of any other public entity that may use any contract resulting from this RFP. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the RFP response.

E. Ethics.

1) Conflict of Interest. As a condition of the solicitation for this Contract, the Contractor furnished the RMRTD with a Campaign Contribution Disclosure form and delivered said disclosure to the Project Manager, RMRTD, 809 Copper Ave., N.W., Albuquerque, New Mexico 87102. The Contractor disclosed whether any

member of the RMRTD Board of Directors, officer or employee of the RMRTD has or hereafter acquires any direct, indirect, legal, or beneficial interest in the Contractor or in any contract, lease, or Contract 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 Contract or otherwise.

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

F. Approvals, Consents and Notices.

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

RMRTD: Executive 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: Same As Above
Telephone: FAX Transmission:
E-Mail Address:

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

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

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

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

I. Force Majeure. Except as expressly provided in this Contract, 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 Contract shall only be brought in a state district court located in Bernalillo County, New Mexico or in a federal district court located in New Mexico. The parties irrevocably admit themselves to, and consent to, the jurisdiction of either or both of said courts. The provisions of this section shall survive the termination of this Contract.

K. Compliance with Law. The Contractor shall comply with all applicable laws, ordinances, regulations and procedures of federal, state, and local governments, including, but not limited to 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 Contract. Contractor agrees to defend, indemnify and hold harmless the RMRTD, pursuant to the Indemnification Contract above, from any loss, liability, expense, suit or claim for

damages in connection with any actual or alleged infringement of any patent, trademark, copyright, trade secret or proprietary right, or arising from any alleged or actual unfair competition or other similar claim arising out the performance of this Contract by Contractor. In the event a claim is made that the use of materials is such an infringement, the Contractor shall either procure for 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.

M. 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 on the date of all signatories herein.

RIO METRO REGIONAL TRANSIT DISTRICT

By: _____
Dewey V. Cave, Executive Director

Date: _____

CONTRACTOR

By: _____
Title: _____

Date: _____

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

APPROVED AS TO FORM

By: _____
RMRTD Legal Counsel

Date: _____

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EXHIBIT A

**SCOPE OF SERVICES
(RFP VOLUME I Technical Proposal)**

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EXHIBIT B
SCHEDULE OF FEES
(RFP VOLUME II Price Proposal)

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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 BELOW	
	COMPANIES AFFORDING COVERAGE	
	LETTER A	COMPANY
	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* ____ COMMERCIAL GENERAL LIABILITY ____ CLAIMS MADE ____ OCCUR. ____ OWNER'S & CONTRACTOR'S PROTECT. ____ SELF INSURANCE RETENTION				GENERAL AGGREGATE	\$
					PRODUCTS-	\$
					PERSONAL & ADV.	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED. EXPENSE (Any one person)	\$
					SELF INSURANCE AMOUNT	\$
	AUTOMOBILE LIABILITY * ____ ANY AUTO ____ ALL OWNED AUTOS ____ HIRED AUTOS ____ NON-OWNED AUTOS ____ GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
					SELF INSURANCE AMOUNT	\$
	EXCESS LIABILITY * ____ UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS	\$
					EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER Executive Director Rio Metro Regional Transit District 809 Copper Ave., N.W.	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.
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EXHIBIT D

**Rio Metro Regional Transit District
Advertising Standards**

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Exhibit D ADVERTISING POLICY

The Rio Metro Regional Transit District (“RMRTD”) serves as the administrative entity responsible for the operation and management of the New Mexico Rail Runner Express (“NMRX”) on behalf of the New Mexico Department of Transportation (“NMDOT”). The RMRTD is also responsible for operating transit buses in the Counties of Bernalillo, Sandoval and Valencia.

The RMRTD is engaged in the sale of advertising in and upon the property and rolling stock of the agencies (“Transit Facilities”), consisting of: 1) print advertising on the exterior of the RMRTD buses; 2) print advertising displayed on bus shelters in the RMRTD’s service area; 3) print and digital advertising on the interior of the RMRTD buses; 4) advertising displayed at New Mexico Rail Runner Express train stations; 5) print and digital advertising on the interior of NMRX rail cars; 6) print advertisements on schedules, brochures or other transit service related materials; and 7) digital advertisements on the RMRTD website, mobile website or mobile app. This Advertising Policy (“Policy”) shall apply to the sale of advertising on all Transit Facilities owned and/or managed by the RMRTD.

I. PURPOSE

The RMRTD will make space on its Transit Facilities available for limited types of advertising (“Permitted Advertising”). Advertisements on/in the RMRTD Transit Facilities shall be of reputable character and conform to community standards of decency and acceptability. By allowing advertising on or within the transit facilities, the RMRTD does not intend to create a public forum for public discourse or expressive activity. RMRTD intends to limit transit advertisements to innocuous or less controversial forms of advertisement including commercial and service-related advertising in order to minimize the chances of abuse, the appearance of favoritism, and the risk of imposing on a captive audience. All advertising shall be subject to this uniform, viewpoint-neutral Policy.

The RMRTD will not permit the types of advertising as defined as Excluded Advertising in Section III below. By not allowing Excluded Advertising, the RMRTD can A) maintain a professional advertising environment that maximizes advertising revenues and minimizes interference with or disruption of their transit systems; B) maintain an image of neutrality on political, religious or other issues that are not the subject of Commercial Advertising and are the subject of public debate and concern; and C) continue to build and retain transit ridership.

II. PERMITTED ADVERTISING

A. Exterior Advertising

The display of Permitted Advertising on the exterior of Transit Facilities (“Exterior Advertising”) is intended only to supplement fare revenue, tax proceeds and other income that fund the RMRTD operations and to promote the RMRTD’s transit operations. In order to realize the maximum benefit from the sale of space, the advertising program must be managed in a manner that will procure as much revenue as practical, while ensuring that the advertising is of a type that does not discourage the use of the transit systems, does not diminish the RMRTD or NMDOT’s reputations in the communities they serve or the good will of their patrons, and is consistent with the principal purpose of providing safe and efficient public transportation. Exterior Advertising permitted under this section cannot contain displays or messages that qualify as Excluded Advertising, as defined below under Section III.

Exterior Advertising includes advertising in the following categories:

1. Commercial Advertising. Commercial Advertising is advertising the sole purpose of which is to sell products, goods or services. It does not include advertising that offers to sell products, good or services and also conveys a political or religious message, or issue advocacy, and/or expresses or advocates opinions or positions related to any of the foregoing.
2. Transit Operations of the RMRTD. Transit Operations Advertising is advertising that promotes the Rio Metro Regional Transit District or the New Mexico Rail Runner Express.
3. Rio Metro Transit Buses. Exterior Advertising is permitted on the exterior of RMRTD transit buses, shelters and rail stations consistent with the provisions of this Policy.
4. Rail Runner Trains. Exterior Advertising is not permitted.

B. Interior Advertising

The RMRTD recognizes that passengers are a captive audience to any advertisements posted on the interior of RMRTD passenger buses and train cars. The RMRTD desires that such passengers not be subject to advertisements containing material relating to political, religious, or issue advocacy about which public opinion can be widely divergent and which some passengers may, therefore, find offensive. If passengers are so offended, it could adversely affect the ridership and revenue of the RMRTD. Like Exterior Advertising, Interior Advertising permitted under this section cannot contain displays or messages that qualify as Excluded Advertising, as defined below under Section III.

Interior Advertising includes advertising in the following categories:

1. Commercial Advertising. Commercial Advertising is advertising the sole purpose of which is to sell products, goods or services. It does not include advertising that offers to sell products, good or services and also conveys a political or religious message, or issue advocacy, and/or expresses or advocates opinions or positions related to any of the foregoing.
2. Public Service Advertising. Public Service Advertising is advertising proposed by governmental entities, academic institutions or tax exempt nonprofit organizations that relates to community, art, cultural educational, health or safety events, programs and/or messages and does not include any direct or indirect reference to religious, political or issue advocacy. Upon the RMRTD's request, nonprofit entities must document their tax-exempt status. Unless the source of the public service advertising is obvious from the content or copy, the advertisement must specifically identify the sponsor of the advertisement or the message.
3. Transit Operations of the RMRTD. Transit Operations Advertising is advertising that promotes the Rio Metro Regional Transit District or the New Mexico Rail Runner Express.
4. Cross-promotional Advertising. Cross-promotional Advertising is advertising in which the RMRTD collaborates with for-profit entities to promote the Rio Metro Regional Transit District or the New Mexico Rail Runner Express as a conveyance to a specific event; such advertising may not contain any direct or indirect reference to religious, political or issue advocacy.

III. EXCLUDED ADVERTISING APPLICABLE TO EXTERIOR AND INTERIOR ADVERTISING

Exterior and Interior Advertising cannot be displayed or maintained on Transit Facilities if information contained in the advertisement falls within one or more of the following categories of Excluded Advertising:

- A. False, misleading, or deceptive

- B. Clearly defamatory, or could be reasonably deemed to be slanderous or libelous, directed at a particular individual, group or organization
- C. Discourages the use of the transit system; disparages or criticizes the use of the transit system; or result in public criticism of the transit system
- D. Obscene or pornographic, including cinematic and live venues, and sexually-oriented products or services
- E. In advocacy of imminent lawlessness or violent action
- F. Promoting alcohol or tobacco products
- G. Religious
- H. Political
- I. Advertising that implies or declares that RMRTD, NMDOT, the State of New Mexico or the New Mexico Rail Runner Express endorses or approves a product, service, point-of-view, event or program, unless the RMRTD and NMDOT have agreed in writing to be official sponsors, co-sponsors or participants
- J. Property infringement, including piracy or infringement on copyright, trademark, title or slogan
- K. Any advertising not explicitly included in this list that is contrary to the purpose of advertising as set forth in Section 1 of the RMRTD Advertising Policy.

For purposes of this Policy, the following definitions apply:

Religious advertisements are defined as advertisements that contain any direct or indirect reference to religion, or to any religion or to any deity or deities, or which includes the existence, nonexistence or other characteristics of any deity or deities, or to any religious creed, denomination, belief, tenet, cause or issue relating to (including opposing or questioning) any religion. This prohibition shall include the depiction of text, symbols or images commonly associated with any religion or with any deity or deities, or any religious creed, denomination, belief, tenet, cause or issue relating to (including opposing or questioning) any religion.

Political Advertisements are defined as advertisements that contain political speech referring to a particular ballot question, initiative, petition, referendum, candidate or political party or viewpoint or expresses or advocates such opinions or positions upon any of the foregoing. This prohibition includes any advertisement referring to or depicting a candidate for public office in any context.

IV. ADMINISTRATIVE AND ENFORCEMENT POLICY

A. Review by Sales Manager

The RMRTD shall incorporate this Policy into its advertising management contracts. The RMRTD Sales Manager shall submit for display on or in the Transit Facilities only advertisements that comply with the standards set forth in this Policy. If the Sales Manager is in doubt whether an advertisement complies with the standards set forth in this Policy, then the Sales Manager shall notify the RMRTD Marketing Director of the specific standard or standards of this Policy with which the Sales Manager believes the advertisement may not comply.

B. Review by Marketing Director

If the Sales Manager determines that an advertisement may not comply with the Policy in Section A, the Sales Manager shall send the advertisement and supporting information (the name of the advertiser, the size and number of the proposed advertisements, the dates and locations of proposed display, and the notation of standards of concern) to the Marketing Director for review. The Marketing Director shall review the advertisement and supporting information to determine

whether or not the advertisement complies with this Policy, and shall consult with the RMRTD Director. If the Marketing Director and RMRTD Director determine that the advertisement does not comply with this Policy, he or she shall, in writing, specify the standards with which the advertisement does not comply, and shall so notify the Sales Manager.

C. Notification to Advertiser

The Sales Manager will send prompt, written notification to the advertiser of the rejection of the advertisement and will include in that notification a copy of this Policy and written specification of which standard or standards the advertisement fails to comply with.

D. Appeal to the Executive Director

Rejection of an advertisement may be appealed to the RMRTD Executive Director, or designee by written notification to the Sales Manager. The Executive Director will allow the Sales Manager to present any argument or evidence they wish to offer. If the appeal is related to the New Mexico Rail Runner Express, the NMDOT Cabinet Secretary or Designee will be consulted as part of the appeal process. The decision of the Executive Director and the NMDOT Cabinet Secretary will be final.

Note: In the event that the RMRTD contracts the work for advertising sales, the title "Sales Manager" should be substituted with "Contractor".

Revised 3/4/14