

REQUEST FOR PROPOSALS

For

Transit Consolidation Study



Issued: April 15 , 2024
Procurement No. 2024-02

Table of Contents

1.0	INTRODUCTION	1
1.1	Purpose of this Request for Proposals.....	1
1.2	Scope of Work	2
1.3	Background	4
1.4	Procurement Officer.....	4
1.5	Definitions.....	5
2.0	CONDITIONS GOVERNING PROCUREMENT	6
2.1	Sequence of Events	6
2.2	Explanation of Events	6
2.2.1	Pre-Proposal Conference.....	6
2.2.2	Deadline to Submit Additional Questions	6
2.2.3	Notification of Written Responses and Amendments.....	7
2.2.4	Procurement Distribution List for Written Responses and Amendments...	7
2.2.5	Submission of Proposal	7
2.2.6	Proposal Evaluation	7
2.2.7	Selection of Finalists	7
2.2.8	Oral Presentation by Finalists (Optional)	8
2.2.9	Best and Final Offers from Finalists	8
2.2.10	Contract Negotiations.....	8
2.2.11	Contract Award	8
2.2.10	Protest of Award	8
2.3	General Requirements.....	9
2.3.1	Acceptance of Conditions Governing the Procurement	9
2.3.2	Incurring Cost.....	9
2.3.4	Prime Contractor Responsibility	9
2.3.5	Subcontractors.....	9
2.3.6	Amended Proposals.....	9
2.3.7	Offeror's Rights to Withdraw Proposal.....	9
2.3.8	Proposal Offer Firm.....	9
2.3.9	Disclosure of Proposal Contents	10
2.3.10	No Obligation	10
2.3.10	Termination of RFP.....	10
2.3.11	Sufficient Appropriation	10
2.3.12	Governing Law	10
2.3.13	Basis for Proposal.....	10
2.3.14	Contract Terms and Conditions.....	11
2.3.15	Approval of Contractor Personnel	11
2.3.16	Contract Deviations.....	11
2.3.17	Offeror Qualifications	11
2.3.18	Right to Waive Technical Irregularities	11
2.3.19	Project Team Prohibited Activities	12
2.3.20	Notice – Civil and Criminal Penalties.....	12
2.3.21	RMRTD Rights.....	12
2.3.22	Right to Publish.....	12
2.3.23	Ownership of Proposals	12
2.3.24	Electronic Mail Address Required	12
2.3.25	Electronic and Web Site Versions of this RFP.....	12
2.4.	Special Provisions	13
2.4.1	Prohibition Against Use of Federal Funds for Lobbying	13
2.4.2	Debarment and Suspension.....	13
2.4.3	Affirmative Action/Civil Rights Compliance	13
2.4.4	Campaign Contribution Disclosure	13

2.5.	Federal Provisions	13
3.0	RESPONSE FORMAT AND ORGANIZATION.....	21
3.1	Number of Responses	21
3.2	Number of Copies.....	22
3.3	Proposal Format.....	22
	3.3.1 Proposal Organization.....	22
	3.3.2 Proposal Form	23
4.0	SPECIFICATIONS.....	23
4.1	Key Elements	23
4.2	Evaluation Factors.....	23
	4.2.1 Project Understanding.....	23
	4.2.2 Qualifications, Resources, Expertise and Staffing	23
	4.2.3 Technical Approach	23
	4.2.4 Price	24
5.0	EVALUATION.....	24
5.1	Evaluation Point Summary.....	24
5.2	Evaluation Process.....	24
	5.2.1 Proposal Compliance	24
	5.2.2 Contacting Offerors	24
	5.2.3 Finalist Selection.....	24
APPENDIX 1		
	PROPOSAL FORM.....	26
APPENDIX 2		
	ACKNOWLEDGEMENT OF RFP RECEIPT.....	27
APPENDIX 3		
	CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING.....	28
APPENDIX 4		
	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS	29
APPENDIX 5		
	CAMPAIGN CONTRIBUTION DISCLOSURE FORM.....	30
APPENDIX 6		
	CERTIFICATION REGARDING AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION	33
APPENDIX 7		
	R-24-02 RMRTD	34
APPENDIX 8		
	BILL NO. R-23-181	40
EXHIBIT A		
	DRAFT CONTRACT	47
EXHIBIT B		
	SCOPE OF SERVICES.....	52
EXHIBIT C		
	SCHEDULE OF FEES	53
EXHIBIT D		
	SAMPLE: CERTIFICATE OF INSURANCE FORM	54

REQUEST FOR PROPOSALS

For

Transit Consolidation Study

For

Rio Metro Regional Transit District (RMRTD)

Procurement No. 2024-02

Issue Date: April 15, 2024

Pre-proposal Conference: None

Proposal Due Time/Date: May 17, 2024, 2:00 p.m. (MDT)

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

1.0 INTRODUCTION

The Rio Metro Regional Transit District (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). This RFP contains specific requests for information.

The purpose of this procurement is to select one or more individual(s)/firm(s) to assist the Rio Metro Regional Transit District Board of Directors in completing a study of the opportunities for consolidating the RMRTD and the City of Albuquerque's Transit Department (ABQ Ride).

Contingent upon RMRTD's satisfaction with the performance of selected Contractor(s) and acceptance of project deliverables under a contract negotiated for services as described in this RFP, the RMRTD may consider extending or renewing the Contract. The Contract, including any extensions or renewals, may not exceed four (4) years in total.

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

It is the intent of the RMRTD to award a contract to the best qualified firm that demonstrates experience in project management, transit operations analysis, transit finance analysis, developing transit operating plans, and analyzing transit integration and efficiencies.

This RFP does not commit the RMRTD to enter into a contract and the RMRTD is not responsible for any costs incurred in preparation and submission of Proposals or in anticipation of a contract.

The RMRTD reserves the right to:

1. *Reject any or all submittals*
2. *Issue subsequent Requests for Proposals*
3. *Alter the Selection Process Dates*
4. *Remedy technical errors in the RFP process*
5. *Investigate the qualifications of all firms under consideration*
6. *Confirm any part of the information furnished by a Proposer*
7. *Obtain additional evidence of managerial, financial or other capabilities*
8. *Approve or disapprove the use of particular subcontractors*
9. *Negotiate with any, all, or none of the Proposers*
10. *Solicit best and final offers from all or some of the Proposers*
11. *Award a contract to one or more Proposers*
12. *Accept other than the lowest Proposal*
13. *Waive informalities and irregularities in Proposal*

1.1 Purpose of this Request for Proposals

The purpose of this procurement is to select an individual(s) or firm(s) that will assist the RMRTD, in collaboration with ABQ Ride, in conducting a Transit Consolidation Study (Study). The Study will examine agency consolidation, integration and efficiency opportunities existing between the RMRTD and ABQ Ride.

The Study is preceded by RMRTD Board of Directors as prescribed in Resolution Number: R-24-02 RMRTD (Appendix 7) and by the City of Albuquerque City Council Resolution as prescribed in Council Bill Number: R-23-181, Enactment No. R-2023-094 (Appendix 8).

1.2 Scope of Work

Overview

The Study will examine agency consolidation, integration and efficiency opportunities existing between the RMRTD and ABQ Ride. The goals and objectives of the Study (“Study Goals and Objectives”) are to identify whether the integration of the two agencies – up to and including consolidation – could improve service to the public on bus, rail and other transit modes in the RMRTD service area. The Study seeks to identify the potential benefits and drawbacks of different forms of integration (up to and including consolidation); possible administrative models; and conclude with a recommended path forward.

TASK 1. PROJECT MANAGEMENT AND ADMINISTRATION

The Consultant will coordinate closely with the Project Manager and Management Team on project management and administration. Coordination may include regular calls, video and in-person meetings and the submittal of reports on Study status and progress.

DELIVERABLES: MONTHLY PROGRESS REPORTS

TASK 2. STUDY BACKGROUND AND CONSENSUS BUILDING

The Consultant will summarize the study background and context and will identify key stakeholders and considerations. The Consultant will develop general consensus for goals, objectives and parameters for the Study.

DELIVERABLES: MEMO AND PRESENTATION MATERIAL

TASK 3. REVIEW OF ORGANIZATIONAL MODELS FOR PUBLIC TRANSPORTATION

Relying primarily on existing research and studies, the Consultant will summarize existing local and regional transit organization and governance models existing across the country. The high-level summary will include governance, modes and services, financing and other factors identified by the Management Team. The Consultant will also identify peer agencies for each organization model. The review will also summarize the process and decision-making process agencies have used for agency transformation. The summary should include examples of consolidation efforts that resulted in no significant change in organizational structures and the reasons for maintaining the status quo.

DELIVERABLES: MEMO AND PRESENTATION MATERIAL

TASK 4. EVALUATION OF CURRENT OPERATIONS AND IDENTIFICATION OF EFFICIENCY OPPORTUNITIES AND OBSTACLES

The Consultant will become familiar with and review both transit agencies and identify opportunities and obstacles to increase efficiency and improve service (Opportunities and Obstacles) through agency inter-agency communication, coordination, collaboration and/or consolidation, as well as Obstacles that might impede or prevent those improvements. The Consultant will review the following for both agencies:

- Existing Relationship: Communication, coordination and collaboration currently existing between the agencies.
- Service Areas: Land use, population and related characteristics of each agency's service area.
- Ridership and Rider Experience: Service and customer experience improvement needs based on existing documentation and information.
- Financial: The financial condition of each transit operation based on the current level of service; review of all revenue source for both capital and operating expenses; debts and future debts; and ten-year financial projections.
- Governance: The governing and decision-making process for each agency.
- Administration: The management and administration (procurement and contracting, human resources, legal, support service, etc.).
- Physical Assets: The current and future physical asset requirements of each transit provider (i.e., facilities vehicles, stations, systems, shared use facilities-hubs, park-and-ride facilities, local bus yards).
- Future Opportunities and Threats: The current and future opportunities, resources, and plans that could be used in support of potential transit asset consolidation options.
- Technology Systems: Technological systems currently in use and anticipated by each transit agency, including but not limited to real-time information, AVL, passenger counters, fare applications, and transit planning and operations management software.
- Labor Force: The labor force composition, pay structure, union representation and organizational structure of each transit provider, including contracted and shared staff.
- Service Review: Current transit service and opportunities for greater efficiencies.
- Paratransit, Demand Response and Emerging Transit Services: Paratransit, demand response and other emerging operating models (for example, microtransit) operated by the agencies.
- Customer Service and Marketing Review: Customer service and marketing practices.

DELIVERABLES: REPORT AND PRESENTATION MATERIAL

TASK 5. PUBLIC INPUT

With the assistance of the Management Team, the Consultant will develop a process gathering input from the key stakeholder groups at key points in the Study. The goal of the public input is to inform the scope of the study, the analysis and final recommendations.

DELIVERABLES: SUMMARY OF PUBLIC INPUT AT KEY POINTS IN STUDY

TASK 6. IDENTIFICATION AND EVALUATION OF ALTERNATIVES

The Consultant will identify evaluation measures reflecting Study Goals and Objectives. The Consultant will assess the primary Opportunities and Obstacles based on their ability to achieve the Study Goals and Objectives through communication, coordination, collaboration and consolidation.

Taking into consideration the outcome of Task 3 the Consultant will then work with the Management Team to develop organizational model Alternatives and will complete a detailed evaluation of three or more Alternatives.

DELIVERABLE: FINAL REPORT AND RECOMMENDATIONS AND PRESENTATION

1.3 Background

RMRTD's official boundary includes Bernalillo, Sandoval and Valencia counties, its reach extends well beyond its jurisdiction. The most obvious example is Rail Runner service to Santa Fe County. However, other transit agencies, including ABQ Ride, NMDOT Park-and-Ride, North Central Regional Transit District, Santa Fe Trails and Socorro Public Transportation, also provide vital connections to/from the Rail Runner and the communities that they serve. Rio Metro is truly part of a larger, interconnected transit network, and the Rail Runner is the backbone of that network.

As suggested by its history, Rio Metro also provides an uncommon combination of intercity, urban, suburban, and rural transit services, including: the New Mexico Rail Runner Express; eight bus routes that primarily serve Sandoval and Valencia counties; dial-a-ride programs in Valencia County, the City of Rio Rancho/Village of Corrales and small areas of Bernalillo County; and the Job Access program in Bernalillo County. Combined, these services provided 647,135 passenger trips and 27,929,857 passenger miles traveled in fiscal year (FY)2023 (July 1, 2022 – June 30, 2023).

ABQ RIDE is the City of Albuquerque's Transit Department and provides fixed-route bus service and ADA paratransit service to the developed portions of the City and, through a funding agreement, adjacent areas of Bernalillo County and the Village of Los Ranchos. ABQ RIDE normally operates out of two operations and maintenance facilities and serves six agency-owned park and ride facilities in a service area of 235 square miles. Specific services currently include one center-running Bus Rapid Transit line (Albuquerque Rapid Transit – "ART") with two branching routes, twenty local bus routes, Sun Van paratransit service for ADA-eligible riders, and a pilot microtransit service operating in two zones. Until recently, ABQ RIDE also operated a "BRT-light" line co-branded with ART and 17 "commuter" routes typically with only a few peak-period, peak-direction trips on each route. Among the commuter routes were several operated on behalf of and with funding from Rio Metro. Most of these routes were specifically designed to meet trains at Rail Runner stations; several also operated in southern Rio Rancho in Sandoval County. Due to workforce shortages, ABQ RIDE has suspended service on these 18 routes and substantially reduced service on the other 22 and is currently operating about 65% of its pre-pandemic service.

Pre-pandemic service was about 430,000 revenue-hours of fixed-route service (if full service had operated for a year after ART went into operation in late 2019) with 134 vehicles operated in maximum service, and pre-pandemic fixed-route ridership was about 9 million boardings per year (over 32 million passenger-miles). Paratransit service was about 120,000 annual revenue-hours with 260,000 riders (2.5 million passenger-miles), with 62 cutaway vans in operation at peak service. FY23 fixed-route ridership was 6.7 million boardings with 360,000 revenue-hours, and paratransit ridership was about 185,000 riders with 95,000 revenue-hours of service. All service is directly operated by City employees; except for minor amounts of the pilot microtransit service, no service or management is contracted.

1.4 Procurement Officer

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

Phil Pino, CPO
RMRTD Chief Procurement Officer
809 Copper Ave., N.W.
Albuquerque, NM 87102
Phone : (505) 724-3634 Fax : (505) 247-1753
E-mail : rfp@mrcog-nm.gov

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

1.5 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 Chief Procurement Officer or Procurement Officer including findings of fact supporting a decision. A determination becomes part of the procurement file.

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

"Evaluation Committee" means a body appointed by the Director to evaluate Offertory proposals.

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

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

"Grant" means funding available for governments or organizations that is awarded based on a defined criteria for a specific purpose.

"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.

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

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

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

"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, 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.

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 Schedules shown in this RFP. The time frames shown may be subject to change at the discretion of the RMRTD.

Issue RFP	April 15, 2024
Written Questions Due	April 29, 2024, 12:00 p.m. (MST)
Proposals Due	May 17, 2024, 2:00 p.m. (MST)
Evaluation Committee	Week of May 27, 2024
Orals (if Necessary)	Week of June 10, 2024
Selection of Finalist(s)	Week of June 17, 2024

2.2 Explanation of Events

2.2.1 Pre-Proposal Conference

There will be no pre-proposal conference associated with this RFP.

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 five (5) working days prior to the submittal due date.

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 must be emailed 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 five (5) days prior to the proposal submittal due date 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 Chief Procurement Officer or designee no later than 2:00 p.m. (MDT) on May 17, 2024, as defined in Section 3.1 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.

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.

Offers will be considered to be responsive if they conform 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 Purchasing Officer will provide the list of finalists to the Executive Director. The Purchasing 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 Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held at the RMRTD address noted herein. Each presentation will be limited to 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. 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. Contract award may be to multiple Offerors.

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

2.2.10 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.

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Albuquerque, NM 87102
Phone : (505) 724-3634, Fax : (505) 247-1753
E-mail : rfp@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, 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 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.

2.3.4 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. RMRTD will make Contract payments only to the prime Contractor.

2.3.5 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.

2.3.6 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. RMRTD personnel will not merge, collate, or assemble proposal materials.

2.3.7 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.

2.3.8 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.

2.3.9 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.

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

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

2.3.10 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 RMRTD determine 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 Chief 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.

Should an Offeror object 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 Procurement Officer. 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 Offerors proposal.

2.3.17 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.

2.3.18 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.

2.3.19 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.

2.3.20 Notice – Civil and Criminal Penalties

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

2.3.21 RMRTD Rights

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

2.3.22 Right to Publish

Throughout the duration of this procurement process and Contract term, potential Offerors, and Contractors must secure from 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.

2.3.23 Ownership of Proposals

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

2.3.24 Electronic Mail Address Required

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

2.3.25 Electronic and Web Site Versions of this RFP

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

<https://www.riometro.org/>

If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in

the Offerors possession and the version maintained by RMRTD, the version maintained by the RMRTD shall govern.

2.4. 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 and requirements apply to this solicitation:

2.4.1 Prohibition Against Use of Federal Funds for Lobbying

In accordance with Federal Acquisition Regulations (FAR) 52.203-12, 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 3 of this solicitation.

2.4.2 Debarment and Suspension

Pursuant to FAR 52.209-6, the Contractor shall provide certification to protect the RMRTD's interests related to Government-wide Debarment and Suspension, and otherwise comply with the requirements of those regulations. Certification is required as provided in Appendix 4 of this solicitation.

2.4.3 Affirmative Action/Civil Rights Compliance

In accordance with FAR 52.222-21/36, the Contractor shall adhere to Affirmative Action / Equal Employment Opportunity policies. Certification for Affirmative Action/Civil Rights Compliance as provided in Appendix 6 of this solicitation provides that assurance.

2.4.4 Campaign Contribution Disclosure

Pursuant to the State of New Mexico 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.

2.5. Federal Provisions

At this time, it is not determined if Federal Funds will be used for this procurement, but, in the future, RMRTD entities may use Federal Funds, therefore, all, and any Federal Regulations will apply. Appendix 4 of this RFP is a requirement.

A. No Government Obligations to Third Parties.

The Parties acknowledge and agree that, notwithstanding any concurrence by the Federal Government for approval of the award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the parties, or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the underlying Agreement.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. Program Fraud and False or Fraudulent Statements and Related Acts.

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC. § 3801 *et seq.* and U.S. DOT regulations, Program Fraud Civil Remedies, 49 CFR. Part 31, apply to its actions pertaining to this Agreement. Upon execution of the underlying Agreement, 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 Agreement or the FTA assisted project for which this 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.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC. § 1001 and 49 USC. § 5307(n) (1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. Access to Records and Reports.

Pursuant to 49 CFR 18.36(i), the Contractor agrees to provide RMRTD, the FTA Administrator, the Comptroller General of the United States or any other authorized representative access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit the reproduction by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, in which case, the Contractor agrees to maintain same until RMRTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

D. Federal Changes.

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

E. Termination.

This Agreement may be terminated without cause by either of the Parties and for the convenience of the terminating Party upon written notice delivered to the other Party at least ninety (90) days prior to intended termination and specifying the effective date of such termination. A termination pursuant to this provision does not nullify a Party's obligations for performance or liabilities for failure to perform Services already incurred prior to the date of termination.

F. Civil Rights Compliance.

- (1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 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 or other implementing regulations that FTA may issue.
- (2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Agreement:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 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 CFR. 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 USC. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies undertaken in the course of the Project.
 - b. *Affirmative Action* - The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any Federal implementing requirements.
 - c. *Age* - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any further Federal implementing requirements.
 - d. *Disabilities* - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC § 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 CFR. Part 1630, pertaining to employment of persons with disabilities.

- (3) 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.

G. Disadvantaged Business Enterprise

- (1) This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. A list of certified Disadvantage Business Enterprise (DBE) businesses can be obtained from the New Mexico State Highway and Transportation Department, Office of Equal Employment Opportunity Programs website: <https://nmdot.dbesystem.com>. A separate contract goal has not been established for this Agreement.
- (2) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. 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 Agreement, which may result in the termination of the Agreement or such other remedy as deemed appropriate. Each subcontract to this Agreement that the Contractor signs with must include the assurance in this paragraph.
- (3) The Contractor agrees to pay each subcontractor under the Agreement for satisfactory performance no later than thirty (30) days from the receipt of each payment the Contractor receives from RMRTD. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the RMRTD. This clause applies to both DBE and non-DBE subcontracts.
- (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) The Contractor may be required to report its DBE participation obtained through race-neutral means throughout the period of the Agreement. For this purpose, the Contractor may be requested to create a subcontractors list, consisting of information about all DBE and non-DBE firms under this Agreement.

H. Incorporation of Federal Transit Administration (FTA) Terms.

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

I. Debarment and Suspension.

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor verifies that none of the subcontractors, principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, engaged under this Agreement are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor agrees to and assures that its third-party contractors and sub recipients will review the Excluded Parties Listing System (EPLS) at <https://www.sam.gov/> before entering into any contracts.

J. Fly America.

The Contractor shall comply with 49 USC 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 U.S. Flag air carriers for Federal 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.

K. Energy Conservation Requirements.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC 6321 *et seq.*

L. Prohibition Against Use of Federal Funds for Lobbying

Neither the Contractor nor any subcontractor may use Federal assistance funds for publicity or propaganda purposes designed to support or defeat legislation pending before Congress. Certification of Restrictions on Lobbying is required. Certification is required.

M. Breaches and Dispute Resolutions

- (1) Disputes. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by an authorized representative of 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 authorized representative of RMRTD. 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 authorized representative of RMRTD 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 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.

- (4) Right and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by RMRTD or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

N. Clean Air

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

O. 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 USC 1251 et seq. The Contractor agrees to report each violation and understands and agrees that the RMRTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

P. Cargo Preference

The Contractor agrees to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

Q. 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.

R. Seismic Safety

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

S. 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.

T. Rights in Data

The following requirements apply to each contract involving experimental, developmental or research work:

- (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- (2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- i. Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - ii. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.
 - c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work. (g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the

necessary actions to provide, through FTA, those NYSDOT - December 2009 Federal Government Required Clauses & Certifications (FTA Procurements) Page 22 of 24 rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. (4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

U. Patent Rights

The following requirements apply to each contract involving experimental, developmental, or research work:

- (1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

V. Preliminary Engineering/Construction Engineering

- (1) Preliminary Engineering/Construction Engineering consultant selection procedures shall be in accordance with 23 CFR Part 172 and the State Procurement Code, NMSA 1978, §§ Chapter 13-1-1 et. seq.
- (2) Engineering consultants shall prepare a final fee estimate of any work to be performed, indicating each element or task with estimated personnel-hours and associated unit costs to be kept on file for five (5) years.

3.0 RESPONSE FORMAT AND ORGANIZATION

3.1 Number of Responses

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

3.2 Number of Copies

ELECTRONIC SUBMISSION ONLY

Proposals in response to this RFP must be submitted via email to: rfp@mrcog-nm.gov

Offerors need only submit one single electronic copy of each portion of its 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.

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

3.3 Proposal Format

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) with tabs delineating each section. Proposals shall be no longer than 20 pages (single-sided) excluding front and back covers.

Pages may be single spaced with a font of no less than number 10.

3.3.1 Proposal Organization

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

Tab 1.	Appendix 1: Proposal Form
Tab 2.	Project Understanding
Tab 3.	Qualifications, Resources & Expertise
Tab 4.	Technical Approach
Tab 5.	Price
Tab 6.	Certifications
	Appendix 3: Certification Restrictions on Lobbying
	Appendix 4: Certification Debarment, Suspension
	Appendix 5: Campaign Contribution Disclosure
	Appendix 6: Certification Affirmative Action
	Appendix 7 : Not Required, Resolution provided by RMRTD Board of Directors.
	Appendix 8 : Not Required, Resolution provided by City of Albuquerque, City Council.

Note that Appendix 2: Acknowledge of RFP Receipt is not an optional form as per section 2.2.3, submitted by Offerors who wish to receive written responses to written questions and solicitation amendments as specified in this solicitation. Certifications to be included in Tab 5 are required to ensure that an Offeror has completed a responsive proposal. The completed certifications will not count toward the page limits of the proposal.

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

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

Note that Appendix 7 and Appendix 8 are resolutions of record as provided by the RMRTD Board and the City of Albuquerque City Council.

3.3.2 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. Failure to provide the form with all the information indicated will result in rejection of the proposal as non-responsive.

4.0 SPECIFICATIONS

Proposal narratives along with required supporting materials will be evaluated and awarded points as detailed in the Evaluation Section of this solicitation. This solicitation includes the requested scope of work which will be evaluated and ranked individually and according to four (4) evaluation factors described in Section 4.2. Evaluation factors, including Project Understanding, Qualifications, Resources and Expertise and Technical Approach will be examined in the scoring of responsive proposals. Offerors should respond in the form of a thorough narrative to each evaluation factor in the proposal.

4.1 Key Elements

Offerors should respond in the form of a thorough narrative to the mandatory specification as prescribed Section 1.2 of the scope of work.

4.2 Evaluation Factors

Four (4) evaluation factors, including Project Understanding; Qualifications, Resources, Expertise, and Staffing; Technical Approach; and Price will be examined in the scoring of responsive proposals. Offerors should respond in the form of a thorough narrative, graphics and tables to each evaluation factor as it applies to the key elements for which the Offeror is including in the proposal.

4.2.1 Project Understanding

Offerors shall provide a narrative on their understanding of the proposed work.

4.2.2 Qualifications, Resources, Expertise and Staffing

Offerors shall provide a description of their qualifications and resources available. This description should include the relevant education and licensure of key personnel. Offerors also shall provide a description of relevant previous experience of the firm and for each of the key individuals proposed in each of the key elements. Offerors will identify the team lead and supporting staff for each Task. Offerors will identify the percentage of time budgeted for the team lead and supporting staff (combined) for each Task.

4.2.3 Technical Approach

Offerors shall provide a narrative as to the technical approach proposed in order to accomplish the key elements. A description must be provided of methodologies to be applied and specialized problem solving skills that may be required in order to achieve the overall scope of the key element. For each proposed element, Offerors also should address the quality control procedures that would be used to ensure the accuracy and adequacy of the Offeror's work.

4.2.4 Price

Offerors shall provide their best price.

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 general requirements, will be used in the evaluation of Offeror proposals.

<u>Evaluation Factors</u>	<u>Points</u>
1. Project Understanding	30
2. Qualifications, Resources, Expertise and Staffing	20
3. Technical Approach	40
4. Price	10
SUBTOTAL	100
5. Oral Interview (If Necessary)	30
6. Best & Final Offers (If Necessary)	20
TOTAL AVAILABLE	150

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. At the discretion of RMRTD, 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 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**.

APPENDIX 1

REQUEST FOR PROPOSALS RFP#: 2024-02

PROPOSAL FORM

Proposing Organization			
Mailing Address			
City/State/Zip Code			
Head of Organization			
Title			
Telephone Number		Fax Number	
Bid Contact Person			
Title			
Telephone Number		E-Mail Address	
Contract Signatory Authority			
Title			
Telephone Number			
Tax/Legal Status	☐ Corporation	☐ For Profit	☐ Not-for-Profit ☐ Government
	☐ Individual		
Federal ID Number			State ID Number

1. I (We) am submitting on the procurement titled: _____
2. I (We) accept the Conditions Governing the Procurement stated 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#: 2024-02

ACKNOWLEDGEMENT OF RFP RECEIPT

(Optional)

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 6.

The acknowledgement of receipt should be signed and returned to the Procurement Officer. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a bid for the procurement checked below at least five (5) working days prior to the bid due date, will receive copies of all potential Offeror written questions and the 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 Bids.

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

Return to: Phil Pino
Procurement Officer
809 Copper Ave. N.W., Albuquerque, NM 87102
Phone : (505) 724-3634 ; Fax : (505) 247-1753
E-mail : rfp@mrcoq-nm.gov

APPENDIX 3

REQUEST FOR PROPOSALS

RFP#: 2024-02

CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

I, _____ hereby certify on behalf of _____ that;
(name & title of official) (name of contractor)

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

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

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

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

Executed this _____ day of _____, 20____.

By _____
(Signature of authorized official)

(Title of authorized official)

APPENDIX 4

REQUEST FOR PROPOSALS

RFP#: 2024-02

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

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

Executed this _____ day of _____, 20____.

By _____
(Signature of authorized official)

(Title
of authorized official)

APPENDIX 5
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP#: 2024-02

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

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

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR 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.

RMRTD - Board of Directors Roster (March 2024)

Member Government	Name	Title
City of Albuquerque	Joaquín Baca	Councilor, District 2
	Dan Champine	Councilor, District 8
	<i>Tammy Fiebelkorn, Vice Chair</i>	Councilor, District 7
	Renée Grout	Councilor, District 9
	Tim Keller	Mayor
	Nichole Rogers	Councilor, District 6
City of Belen	<i>Steven Tomita, Chair</i>	Planning and Economic Dev. Mgr.
Bernalillo County	Adriann Barboa	Commissioner, District 3
	Walt Benson	Commissioner, District 4
	Steven Michael Quezada	Commissioner, District 2
Town of Bernalillo	Jack Torres	Mayor
Village of Bosque Farms	Vacant	--
Village of Corrales	Mel Knight	Councilor, District 3
Village of Los Lunas	Michael Jaramillo	Public Works Director
Village of Los Ranchos de Albuquerque	Joe Craig	Mayor
City of Rio Communities	Thomas Nelson	Councilor
City of Rio Rancho	Jim Owen	Councilor, District 1
	Robert Tyler	Councilor, District 3
	Vacant	--
Sandoval County	Michael Meek	Commissioner, District 3
Valencia County	Joseph Bizzell	Commissioner, District 4

Associate Members (Non-Voting)

Member Government	Name	Title
-------------------	------	-------

Isleta Pueblo	Vacant	--
North Central Regional Transit District	Anthony Mortillaro	Executive Director

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

_____ Completed by State Agency
or Local Public Body)

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#: 2024-02

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	☐	No	☐
Compliance reports were required to be filed in connection with such contract or subcontract.	Yes	☐	No	☐
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	☐	No	☐

Company Name of Bidder Telephone Number

Signature FAX Number

Printed Name E-Mail Address

Title Date

Address:

APPENDIX 7

R-24-02 RMRTD

RFP#: 2024-02

R-24-02 RMRTD

DIRECTING THE CITY OF ALBUQUERQUE TRANSIT DEPARTMENT AND RIO METRO REGIONAL TRANSIT DISTRICT TO CONDUCT A STUDY FOR CONSOLIDATING THE CITY OF ALBUQUERQUE TRANSIT DEPARTMENT AND RIO METRO; APPROPRIATING FUNDING FOR THE STUDY

WHEREAS, the Rio Metro Regional Transit District (RMRTD) was formed in accordance with the Regional Transit District Act, 73-25-1 to 73-25-18 NMSA 1978, and is a political subdivision of the state of New Mexico; and

WHEREAS, consolidating transportation systems at the regional level has been an effective mechanism for improving efficiencies and reducing costs across jurisdictions; and

WHEREAS, the City of Albuquerque Transit Department is responsible for operating fixed route service, paratransit service, and BRT service within the city limits; and

WHEREAS, the RMRTD Board of Directors is responsible for carrying out the functions conferred by the provisions of the state's Regional Transit District Act, with the establishment of a regional transit system that is compatible with state and local transportation plans, the development of policies and procedures to support the establishment of this system, and the development of a sound financial plan that provides for the capital, operating, and maintenance requirements of the regional transit system; and

WHEREAS, ten local governments participate in the RMRTD, including the City of Albuquerque, Town of Bernalillo, Bernalillo County, Village of Bosque Farms, Village of Corrales, Village of Los Lunas, Los Ranchos de Albuquerque, City of Rio Communities, City of Rio Rancho, Sandoval County, and Valencia County; and

WHEREAS, the City of Albuquerque has five seats on the Board, four of which are filled by City Councilors and one filled by the Mayor; and

WHEREAS, consolidating transit agencies can be a complex process that involves merging and/or integrating existing entities into a single, unified organization; and

WHEREAS, municipalities, counties, and regions in other states have recently consolidated their transit agencies and, as a result, have improved efficiencies and reduced costs across their jurisdictions; and

WHEREAS, the Federal Transit Administration recommends factors that should be considered in the process of consolidating transit agencies include but not be limited to transit planning, operational cost effectiveness, regional collaboration, resource allocation, grant application and management, compliance with federal and state regulation, and quality of service; and

WHEREAS, benefits of consolidation found in other parts of the country with similar land use patterns and transportation needs include:

- Reducing administrative and management costs through the elimination of duplicative functions and organizations,
- Reducing overall operating costs by reducing the sum of operating costs for the current individual agencies,
- Using savings generated through consolidation to meet current and future needs with in-house personnel or other resources,
- Improving fleet maintenance through the consolidation of maintenance management systems, parts inventories, and other maintenance activities,
- Improving technology and workflows through the implementation of integrated, updated systems such as demand-response scheduling software (improving communications and performance, and potentially reducing operating costs),
- Enabling operational efficiencies by streamlining demand-response operations and adjusting service levels to meet demand on an ongoing basis,
- Increasing ridership and revenue by making a regional transit system that is more interconnected, convenient, and understandable to riders,
- Streamlining and integrating management functions to be more responsive to transit and shared-ride needs,

- Consolidating service by participating in a joint powers agreement with the RMRTD, which has an existing consolidated board consisting of one or more representatives from each of the participating local governments; and

WHEREAS, other municipalities, counties, and regions have co-conducted studies and developed consolidation plans for their transit agencies; and

WHEREAS, the Transit Department and the RMRTD could benefit from co-conducting a similar study for consolidating their transit agencies and developing a Consolidation Plan; and

WHEREAS, general assessment steps that should be included in the Study of the consolidation process include the following: evaluating the need, conducting a feasibility study, examining financial implications, taking an inventory of legal and regulatory requirements, developing a workforce development plan, and establishing avenues for public input; and

WHEREAS, the Study should provide a comprehensive understanding of the benefits, challenges, and potential risks associated with consolidation; and

WHEREAS, the development of the Consolidation Plan should be based on the findings of the Study and should include a detailed plan that outlines the objectives, timelines, and steps for consolidating the transit agencies. The Consolidation Plan should consider various aspects of consolidation, such as measures for communicating, engaging, and collecting community input from stakeholders, including but not limited to employees, transit unions, passengers, local government officials, and community organizations. These measures should be able to address concerns from stakeholders, build support for the consolidation process, and establish clear expectations and communications throughout the consolidation process, and should include but not be limited to:

- Potential legal barriers or requirements for consolidation and ensure compliance with federal and state regulations,
- A proposed unified organizational structure for the consolidated transit agency within the RMRTD responsible for decision-making, defining roles and responsibilities, developing clear reporting lines, and identifying the size, scope, and operational requirements of the consolidated entity,

- Strategies to integrate operations and services of the different transit agencies. This may involve reassigning roles, negotiating labor agreements, providing training or retraining opportunities, and ensuring a fair and smooth transition for affected employees,
- Plan to integrate funding sources and budgets. This should involve considering how revenues, grants, subsidies, and expenses will be consolidated and allocated within the unified agency. This should also involve identifying any potential cost savings or revenue generation opportunities through consolidation,
- Performance metrics and monitoring mechanisms to assess the effectiveness and efficiency of the consolidated transit agency. This should involve regularly evaluating the consolidated transit agency's performance, gathering feedback from stakeholders, and making necessary adjustments to ensure the desired outcomes are achieved.

NOW, THEREFORE BE IT RESOLVED BY THE RMRTD BOARD OF DIRECTORS, that:

SECTION 1. Upon the enactment of this resolution by both the City and the RMRTD, the Transit Department and the RMRTD shall conduct a Study for consolidating the Transit Department and the RMRTD.

SECTION 2. The Study recommendations shall ensure that current union employee positions in the City of Albuquerque Transit Department will continue to be unionized. The Study shall also explore the potential for extending union representation to RMRTD employees in equivalent positions to those that are unionized at the City Transit Department.

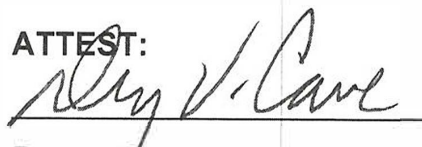
SECTION 3. The RMRTD appropriates \$150,000 to fund the Study and the Consolidation Plan. This amount will be matched by the City by resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of October 2023 by the RMRTD Board of Directors.



Isaac Benton, Chair
RMRTD Board of Directors

ATTEST:



Dewey Cave
Chief Executive Officer

APPENDIX 8

BILL NO. R-23-181

RFP#: 2024-02

CITY of ALBUQUERQUE

TWENTY-FIFTH COUNCIL

COUNCIL BILL NO. R-23-181

ENACTMENT NO. R-2023-094

SPONSORED BY: Isaac Benton

1 RESOLUTION

2 DIRECTING THE CITY OF ALBUQUERQUE TRANSIT DEPARTMENT AND RIO
3 METRO REGIONAL TRANSIT DISTRICT TO CONDUCT A STUDY FOR
4 CONSIDERING CONSOLIDATION; APPROPRIATING FUNDING FOR THE
5 STUDY.

6 WHEREAS, the Albuquerque City Council passed R-23-163, which directed
7 the City of Albuquerque Transit Department and the Rio Metro Regional
8 Transit District (RMRTD) to conduct a Study for consolidating the City of
9 Albuquerque Transit Department and the RMRTD and to develop a
10 Consolidation Plan, encouraged RMRTD to pass a companion Resolution, and
11 appropriated funding for the Study and Plan; and

12 WHEREAS, the RMRTD Board of Directors passed their companion
13 Resolution, but amended the Resolution to exclude the development of a
14 Consolidation Plan, therefore, requiring the City of Albuquerque to repeal and
15 replace R-23-163 (Enactment No. R-2023-080) with this Resolution that mirrors
16 RMRTD's Resolution; and

17 WHEREAS, the RMRTD was formed in accordance with the Regional
18 Transit District Act, 73-25-1 to 73-25-18 NMSA 1978, and is a political
19 subdivision of the State of New Mexico; and

20 WHEREAS, consolidating transportation systems at the regional level has
21 been an effective mechanism for improving efficiencies and reducing costs
22 across jurisdictions; and

23 WHEREAS, the City of Albuquerque Transit Department is responsible for
24 operating fixed route service, paratransit service, and BRT service within the
25 City limits; and

1 WHEREAS, the RMRTD Board of Directors is responsible for carrying out
2 the functions conferred by the provisions of the state's Regional Transit
3 District Act, with the establishment of a regional transit system that is
4 compatible with state and local transportation plans, the development of
5 policies and procedures to support the establishment of this system, and the
6 development of a sound financial plan that provides for the capital, operating,
7 and maintenance requirements of the regional transit system; and

8 WHEREAS, ten local governments participate in the RMRTD, including the
9 City of Albuquerque, Town of Bernalillo, Bernalillo County, Village of Bosque
10 Farms, Village of Corrales, Village of Los Lunas, Los Ranchos de
11 Albuquerque, City of Rio Communities, City of Rio Rancho, Sandoval County,
12 and Valencia County; and

13 WHEREAS, the City of Albuquerque has five seats on the Board, four of
14 which are filled by City Councilors and one filled by the Mayor; and

15 WHEREAS, consolidating transit agencies can be a complex process that
16 involves merging and/or integrating existing entities into a single, unified
17 organization; and

18 WHEREAS, municipalities, counties, and regions in other states have
19 recently consolidated their transit agencies and, as a result, have improved
20 efficiencies and reduced costs across their jurisdictions; and

21 WHEREAS, the Federal Transit Administration recommends factors that
22 should be considered in the process of consolidating transit agencies include
23 but not be limited to transit planning, operational cost effectiveness, regional
24 collaboration, resource allocation, grant application and management,
25 compliance with federal and state regulation, and quality of service; and

26 WHEREAS, benefits of consolidation found in other parts of the country
27 with similar land use patterns and transportation needs include:

- 28 • Reducing administrative and management costs through the elimination of
- 29 duplicative functions and organizations,
- 30 • Reducing overall operating costs by reducing the sum of operating costs for
- 31 the current individual agencies,
- 32 • Using savings generated through consolidation to meet current and future
- 33 needs with in-house personnel or other resources,

1 • Improving fleet maintenance through the consolidation of maintenance
2 management systems, parts inventories, and other maintenance activities,
3 • Improving technology and workflows through the implementation of
4 integrated, updated systems such as demand-response scheduling software
5 (improving communications and performance, and potentially reducing
6 operating costs),
7 • Enabling operational efficiencies by streamlining demand-response
8 operations and adjusting service levels to meet demand on an ongoing basis,
9 • Increasing ridership and revenue by making a regional transit system that is
10 more interconnected, convenient, and understandable to riders,
11 • Streamlining and integrating management functions to be more responsive
12 to transit and shared-ride needs,
13 • Consolidating service by participating in a joint powers agreement with the
14 RMRTD, which has an existing consolidated board consisting of one or more
15 representatives from each of the participating local governments; and
16 WHEREAS, other municipalities, counties, and regions have co-conducted
17 studies and developed consolidation plans for their transit agencies; and
18 WHEREAS, the Transit Department and RMRTD could benefit from co-
19 conducting a similar study for consolidating their transit agencies; and
20 WHEREAS, general assessment steps that should be included in the Study
21 of the consolidation process include the following: evaluating the need,
22 conducting a feasibility study, examining financial implications, taking an
23 inventory of legal and regulatory requirements, developing a workforce
24 development plan, and establishing avenues for public input; and
25 WHEREAS, the Study should provide a comprehensive understanding of
26 the benefits, challenges, and potential risks associated with consolidation;
27 and
28 WHEREAS, if the findings from the Study indicate that consolidation is
29 viable, and the City of Albuquerque and the RMRTD choose to proceed with a
30 Consolidation Plan the development of the Plan should be based on the
31 findings of the Study and should include a detailed plan that outlines the
32 objectives, timelines, and steps for consolidating the transit agencies. The
33 Consolidation Plan should consider various aspects of consolidation, such as

1 measures for communicating, engaging, and collecting community input from
2 stakeholders, including but not limited to employees, transit unions,
3 passengers, local government officials, and community organizations. These
4 measures should be able to address concerns from stakeholders, build
5 support for the consolidation process, and establish clear expectations and
6 communications throughout the consolidation process, and should include
7 but not be limited to:

- 8 • Potential legal barriers or requirements for consolidation and ensure
9 compliance with federal and state regulations,
- 10 • A proposed unified organizational structure for the consolidated
11 transit agency within the RMRTD responsible for decision-making, defining
12 roles and responsibilities, developing clear reporting lines, and identifying the
13 size, scope, and operational requirements of the consolidated entity,
- 14 • Strategies to integrate operations and services of the different transit
15 agencies. This may involve reassigning roles, negotiating labor agreements,
16 providing training or retraining opportunities, and ensuring a fair and smooth
17 transition for affected employees,
- 18 • Plan to integrate funding sources and budgets. This should involve
19 considering how revenues, grants, subsidies, and expenses will be
20 consolidated and allocated within the unified agency. This should also involve
21 identifying any potential cost savings or revenue generation opportunities
22 through consolidation,
- 23 • Performance metrics and monitoring mechanisms to assess the
24 effectiveness and efficiency of the consolidated transit agency. This should
25 involve regularly evaluating the consolidated transit agency's performance,
26 gathering feedback from stakeholders and making necessary adjustments to
27 ensure the desired outcomes are achieved.

28 BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF
29 ALBUQUERQUE:

30 SECTION 1. R-23-163 (Enactment No. R-2023-080) is hereby repealed and is
31 replaced with this Resolution.

1 **SECTION 2.** Upon the enactment of this Resolution by the City, the Transit
2 Department and the RMRTD shall conduct a Study for consolidating the
3 Transit Department and the RMRTD.

4 **SECTION 3.** The Study recommendations shall ensure that current union
5 employee positions in the City of Albuquerque Transit Department will
6 continue to be unionized. The Study shall also explore the potential for
7 extending union representation to RMRTD employees in equivalent positions
8 to those that are unionized at the City Transit Department.

9 **SECTION 4.** That the following amounts from the City of Albuquerque are
10 appropriated to fund the Study. These amounts have been matched by the
11 RMRTD by Resolution.

12 **GENERAL FUND - 110**

13 City Support

14 Transfer to Other Funds:

15 Transit Operating Fund (661)

16 150,000

17 **TRANSIT OPERATING FUND (661)**

18 Transit Department

19 150,000

20 **SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect five days
21 after publication by title and general summary.

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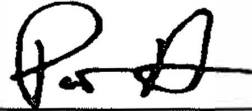
33 X:\CL\SHARE\CL-Staff\Legislative Staff\Legislation\25 Council\R-181final.docx

1 PASSED AND ADOPTED THIS 8th DAY OF November, 2023
2 BY A VOTE OF: 5 FOR 3 AGAINST.

3
4 FOR: Benton, Davis, Fiebelkorn, Grout and Lewis

5 AGAINST: Bassan, Peña, Sanchez

6 EXCUSED: Jones
7

8 

9
10 Pat Davis, President
11 City Council
12
13

14
15 APPROVED THIS 21 DAY OF December, 2023
16

17
18 Bill No. R-23-181
19

20 

21
22 Timothy M. Keller, Mayor
23 City of Albuquerque
24

25
26 ATTEST:
27

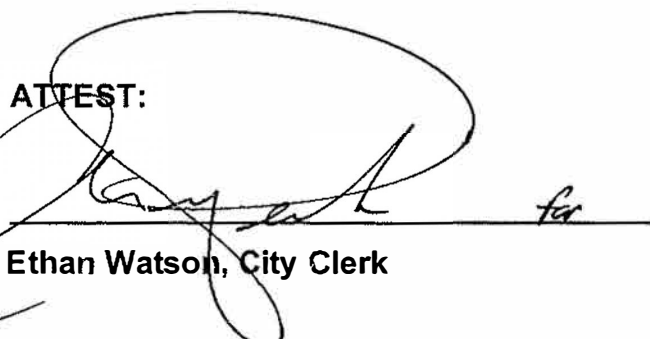
28 
29 Ethan Watson, City Clerk
30

EXHIBIT A

REQUEST FOR PROPOSALS

RFP#: 2024-02

DRAFT CONTRACT

RIO METRO REGIONAL TRANSIT DISTRICT OF NEW MEXICO PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the **Rio Metro Regional Transit District (“RMRTD”)**, an association of local governments within New Mexico State Planning and Development District Three with offices located at: 809 Copper Ave NW, Albuquerque, N.M. 87102 and _____ (“Contractor”).

WITNESSETH:

WHEREAS, the RMRTD issued a request for proposals for professional services related to Transit Consolidation Study (“RFP 2024-02”); and

WHEREAS, the terms and conditions of RMRTD Request for Proposals 2024-02 are incorporated by reference into this Agreement; and

WHEREAS, the RMRTD desires to engage the contractor for Transit Consolidation Study within the RMRTD region; and

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

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

1. Miscellaneous Representations

- a. The contractor is licensed or otherwise authorized to conduct the business activities described in this Agreement by all governmental agencies having jurisdiction over contractor, and Contractor has the experience and expertise to perform the work or services required in this agreement.
- b. RMRTD has the right and power to enter into this Agreement.

2. Scope of Work.

- a. The Contractor shall personally perform services as described in the Scope of Work below in a satisfactory and proper manner, and perform all matters necessary or incidental to the described services as determined by RMRTD:
 - i. Project Management and Administration.
 - ii. Study Background and Consensus Building.
 - iii. Review of Organizational Models for Public Transportation.
 - iv. Evaluation of Current Operations and Identification of Efficiency Opportunities and Obstacles.
 - v. Public Input
 - vi. Identification and Evaluation of Alternatives.
- b. Staffing. RMRTD designates Tony Sylvester as RMRTD’s Project Manager. The Contractor shall keep the Project Manager fully informed on all aspects of its Performance of services. The Project manager will review and approve Contractor’s invoices prior to payment. In the absence of the Project Manager, the RMRTD Director shall serve as the project manager.

3. Compensation.

- a. For and in consideration of all services performed under the terms of this Agreement, the total amount payable by the RMRTD to the Contractor shall be an amount not to exceed \$300,000.00. This amount shall constitute full and complete compensation for the Contractor’s services described

in the Scope of Work, including all expenditures made and expenses incurred, including applicable gross receipts tax, by the Contractor in performing such services.

- b. The RMRTD shall reimburse the Contractor within 30 days after receiving a written request for payment containing a summary report and invoice for work completed, unless causes beyond the reasonable control and without the fault or negligence of the RMRTD prevent timely payment.
- c. Verification of Invoices. RMRTD shall be entitled to verify the personnel time and other costs charged to RMRTD pursuant to the provisions of this agreement.

4. Reports, Information, and Ownership of Documents

- a. Reports and Information. During the performance of this Agreement and upon the completion or earlier termination of the services required under this Agreement, Contractor shall furnish RMRTD such statements, records, reports, data and information as requested by RMRTD pertaining to matters covered by this Agreement.
- b. Release of Information. Contractor shall not release any data, reports, or other information of any nature whatsoever to any entity or person other than to RMRTD.
- c. Publication, Reproduction and Use of Materials. No materials or documents produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The RMRTD shall have the unrestricted authority and right to copyright, publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials (hereafter "Materials") prepared under this agreement. Contractor may use Materials created under this Agreement as reference and research materials and as representations of the services performed under this agreement only after the Materials are completed and accepted by 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 Agreement, if so, requested in writing by Contractor.

5. Establishment and Maintenance of Records

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

- 6. **Term.** This Agreement is effective on the date signed by the RMRTD Executive Director and shall continue in effect until _____, unless it is terminated earlier pursuant to Section 4 of this agreement. In the event of early termination of this Agreement, provisions of a renewal agreement shall be the same as the provisions of this Agreement except for the term and compensation provisions.

- 7. **Termination.** This Agreement may be terminated without cause by either of the parties upon ten days written notice to the other party. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the date of termination.

- 8. **Status of Contractor.** The Contractor is an independent contractor and is not an employee of the RMRTD.

- 9. **Assignment.** The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the RMRTD. An approved assignment or transfer shall include a provision that binds the assignee or transferee to all terms and conditions of this Agreement.

- 10. **Subcontracting.** The Contractor shall not subcontract any portion of the services performed under this Agreement without prior approval of the RMRTD.

11. Insurance

- a. Professional Liability Insurance. If the Contractor will be performing any work related to the Transit Consolidation Study as prescribed in RFP 2024-02, the Contractor shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement,

Professional Liability (errors and omissions) insurance in the amount not less than Two Million Dollars (\$2,000,000) combined single limit of liability per occurrence with a general aggregate of (\$2,000,000).

12. Indemnification Agreement

- a. 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.
 - b. Insurance. The indemnity required herein shall not be limited by the specification of insurance coverages in this Agreement.
 - c. Survives the Term. This indemnification agreement shall survive the term of this agreement.
 - d. 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 judgements finally establishing the liability of the RMRTD in all actions for which the Contractor is obligated to indemnify the RMRTD including its officers, employees or agents, pursuant to this section, and (d) pay, or cause to be paid: (1) all costs assessed against RMRTD in any such legal proceeding, (2) any interest accruing up to the date of payment by Contractor, (3) all premiums charged upon appeal bonds required in such proceedings, and (4) all expenses incurred by RMRTD for investigation, negotiation, and defense, including but not limited to expert witnesses' and attorneys' fees incurred.
 - e. Miscellaneous. RMRTD shall, promptly upon receipt, give Contractor every demand, notice, summons, or other process received in any claim or legal proceeding for which contractor is required to indemnify RMRTD. In the event RMRTD fails to give Contractor notice of any such demand, notice, summons, or other process received by RMRTD, and such failure to give said notice shall result in prejudice to Contractor in its defenses of any action or legal proceeding in which Contractor is required to indemnify the RMRTD, then such failure or delay shall release Contractor of its liability as set forth in this indemnification agreement, but only insofar as the particular claim or legal proceeding is concerned, and only to the extent of such prejudice. Nothing in this section shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against RMRTD. This section shall not be construed as a waiver of 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.
13. **Records and Audit.** The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be provided by the Contractor for inspection by the RMRTD, or the entity's designee upon written request of the RMRTD. The RMRTD has the right to audit both before and after payment. Payment under this Agreement is not a waiver of the right of the RMRTD to recover excessive or illegal payments.
 14. **Release.** Upon receipt of final payment of the amount due under this Agreement, the Contractor shall release the RMRTD, its employees and the RMRTD from all liabilities, claims and obligations arising from or under this Agreement.
 15. **Authority.** The Contractor agrees not to purport to bind the RMRTD to any obligation not assumed in this Agreement by the RMRTD, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
 16. **Compliance with Laws.** In performing services pursuant to this Agreement, the Contractor shall comply with the laws of the State of New Mexico and the policies of the RMRTD.

17. **Conflict of Interest.** The Contractor warrants that the Contractor currently has no interest and shall not acquire any interest, direct or indirect, that does or would conflict in any manner or degree with the performance of services required under this Agreement.
18. **Amendment.** This Agreement shall not be changed or supplemented except by a written instrument executed by the parties.
19. **Scope of Agreement.** This Agreement incorporates all the agreements and understandings between the parties concerning its subject matter, and all agreements and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents concerning the subject matter of this Agreement is valid or enforceable unless included in this Agreement.
20. **Notice.** This Agreement is subject to the applicable provisions of the Procurement Code. That act imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.
21. **Equal Opportunity Compliance.** The Contractor agrees to comply with all federal and state laws pertaining to equal employment opportunity. In accordance with all such laws, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, gender, sexual orientation, age or handicap, be excluded from employment or participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

IN WITNESS WHEREOF, the RMRTD and the Contractor have executed this Agreement as of the date of signature by the RMRTD Executive Director written below.

By: _____

Date: _____

Dewey V. Cave,
MRCOG Executive Director

Contractor
Name Here

Date: _____

APPROVED AS TO FORM:

Larry Horan,
MRCOG General Counsel

Date: _____

EXHIBIT B
SCOPE OF SERVICES

EXHIBIT C
SCHEDULE OF FEES

EXHIBIT D

SAMPLE: CERTIFICATE OF INSURANCE FORM

CERTIFICATE OF INSURANCE					ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE DOES NOT AMEND< EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW				
		COMPANIES AFFORDING COVERAGE				
		COMPANY				
		LETTER A				
		COMPANY LETTER B				
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*				GENERAL AGGREGATE	\$
	____ COMMERCIAL GENERAL LIABILITY				PRODUCTS-	\$
	____ CLAIMS MADE ____ OCCUR.				PERSONAL & ADV.	\$
	____ OWNER'S & CONTRACTOR'S PROTECT.				EACH OCCURRENCE	\$
	____ SELF INSURANCE RETENTION				FIRE DAMAGE (Any one fire)	\$
					MED. EXPENSE (Any one person)	\$
					SELF INSURANCE AMOUNT	\$
	AUTOMOBILE LIABILITY *				COMBINED SINGLE LIMIT	\$
	____ ANY AUTO				BODILY INJURY (Per Person)	\$
	____ ALL OWNED AUTOS				BODILY INJURY (Per Accident)	\$
	____ HIRED AUTOS				PROPERTY DAMAGE	\$
	____ NON-OWNED AUTOS				SELF INSURANCE AMOUNT	\$
	____ GARAGE LIABILITY					
	EXCESS LIABILITY *				EACH OCCURRENCE	\$
	____ UMBRELLA FORM				AGGREGATE	\$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS	\$
	EACH ACCIDENT				\$	
	DISEASE - POLICY LIMIT				\$	
	DISEASE - EACH EMPLOYEE				\$	
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						
CERTIFICATE HOLDER			MODIFICATION/CANCELLATION: THE ABOVE IDENTIFIED POLICY (POLICIES) OF INSURANCE SHALL NOT BE MATERIALLY CHANGED OR ALTERED, OR CANCELED WITHOUT FIRST GIVING THIRTY (30) DAYS ADVANCE WRITTEN NOTICE BY CERTIFIED MAIL RETURN RECEIPT REQUESTED TO THE PARTIES.			