

QUALIFICATONS BASED SELECTION RFP

For

New Mexico Rail Runner Express Operations and Maintenance Facility Design Consultant and Owner Representative



Issued: August 16, 2024
Procurement No. RFP2025-01

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QUALIFICATIONS BASED SELECTION RFP

For

New Mexico Rail Runner Express Operations and Maintenance Facility Design Consultant and Owner Representative

For

Rio Metro Regional Transit District

Procurement No. RFP2025-01

Issue Date: August 16, 2024

Pre-Submission Conference: None

Submission Due Time/Date: September 27, 2024, 2:00 p.m. (MDT)

Rio Metro Regional Transit District
809 Copper Ave. NW, 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 Qualifications Based Selection (“QBS”) RFP. This QBS RFP contains specific requests for information.

The purpose of this procurement is to select one or more individual(s)/firm(s) to serve as Facility Design Consultant and Owner Representative to assist the RMRTD in the design and construction of the New Mexico Rail Runner Express (“Rail Runner”) Operations and Maintenance Facility (“OMF”). The RMRTD desires to use a Two-Step Design Build Bridging (“DBB”) method to deliver the OMF.

Contingent upon RMRTD’s satisfaction with the performance of selected Contractor and acceptance of project deliverables under a contract negotiated for services as described in this QBS, 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 will 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 Submissions to be deemed responsive. Submissions should also include an active SAMS.GOV registration.

Do not include pricing, pursuant to the Brooks Act, (40 U.S.C. United States Code, 2012 Edition Title 40 - Public Buildings, Property, and Works Subtitle I - Federal Property and Administrative Services Chapter 11 - Selection of Architects and Engineers), pricing will not be part of the evaluation criteria.

This QBS 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 Submissions 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 QBS 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 Submission*
13. *Waive informalities and irregularities in Submission*

1.1 Purpose of this Qualifications Based Selection

The purpose of this procurement is to select an individual(s) or firm(s) to assist RMRTD in the design and engineering oversight of the Operations and Maintenance Facility. RMRTD's goal is to ensure an expedient process and the requisite materials to provide a sound basis for the solicitation of a Design Build ("DB") request for qualifications/request for proposals ("RFQ/RFP") for the construction of the OMF and for the oversight of engineering (submittal review, observation, inspections, testing, etc.). RMRTD desires a process that adheres to the agency's schedule and budget requirements and identifies and mitigates construction phase risks to costs, schedule, and finished product.

1.2 Scope of Work

The Scope of Work ("SOW") for this procurement is to assist RMRTD in advancing a DBB method, or acceptable alternative, for the design and construction of the Rail Runner OMF and to serve as Owner Representative during the construction phase. The SOW includes all Facility Design Consultant and Owner Representative (hereafter "Contractor") activities through construction, final acceptance and warranty period. RMRTD anticipates using a Two Step approach to deliver the OMF.

The RMRTD has an estimated total budget of approximately \$42.5 million for the Project, though this is subject to change. This estimated budget includes all future costs of the Project such as design, engineering, construction, furnishings, construction management and all taxes and fees. The cost of the property is not included in this total.

The SOW has two phases. First, RMRTD will issue a work authorization to the Contractor for Facility Design Consultant services for Step One, which includes solicitation of the DB RFQ/RFP and selection of the DB Contractor and continues through the completion of Construction Documents and the authorization for construction. RMRTD anticipates proceeding to Step Two, which includes construction, and issuing a second work authorization to the Contractor for additional and subsequent services as Owner Representative, including engineering services and related activities.

The SOW advances the already completed Conceptual Design Report (WSP 2022), which includes a conceptual site and facility plans. Additional completed project activities include the determination of a Categorical Exclusion from the Federal Transit Administration; Phase I and Phase 2 Environmental Site Assessments; geotechnical reports; and advanced stages of property acquisition. These materials can be viewed at: <https://www.riometro.org/461/OMF>

TASK 1. PROJECT MANAGEMENT AND ADMINISTRATION

The Contractor 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 Project status and progress. Contractor will assure adherence to schedule, budget, scope and quality through all phases of the Project.

DELIVERABLES: BI-WEEKLY (OR AS NEEDED) PROGRESS REPORTS INCLUDING SCHEDULE AND BUDGET UPDATES; TEAM MEETINGS AS DETERMINED

TASK 2. INFORMATION GATHERING

Contractor shall identify existing and needed information required for programming, planning, engineering and construction activities for subsequent Tasks. Required information includes, but is not limited to, already completed material such as the Conceptual Design Report, facility programming, environmental studies and reports, and geotechnical studies. Outstanding material includes, but is not limited to, utility surveys; local agency design requirements and other applicable regulations; permits and approvals; neighborhood and community information; New Mexico Department of Transportation considerations; and Federal considerations. Contractor will compile the information required for this SOW and identify and describe the information more appropriately compiled by the DB firm at later stages in the Project.

DELIVERABLES: AN INVENTORY AND COMPILATION OF THE MATERIAL AND INFORMATION REQUIRED FOR CONCEPT FINALIZATION AND TO ADVANCE SEPARATE PROCUREMENTS (E.G. TOPOGRAPHIC SURVEY, UTILITY SURVEY); INVENTORY OF INFORMATION NEEDS FOR A DB RFQ/RFP AND THE PRODUCTION OF BRIDGING CONSTRUCTION DOCUMENTS AND SUBSEQUENT TASKS

TASK 3. CONCEPT FINALIZATION AND PROJECT PROGRAMMING AND PLANNING

Contractor will establish and document the Project, Programming and Planning Goals and Requirements of the Project based on Task 2 materials and RMRTD direction.

- “Project Goals and Requirements” reflecting the OMF’s high level goals and functions for RMRTD, NMDOT and the NMRX system.

Contractor will further define Project Goals and Requirements to develop detailed descriptions of:

- “Programming Goals and Requirements” to be incorporated in the Project including, but not limited to, space requirements and utilization, functions, efficiency, working conditions and employee amenities, public functions, safety, security, information technology, communications, rail interface with NMRX system, aesthetics, LEED certification, environmental factors, City and stakeholder considerations, neighborhood interests, sustainability, and resilience. Contractor will identify and evaluate the constraints and opportunities that impact the ability to achieve the Goals and Requirements. Provide draft reports for the RMRTD’s review and comment and finalize.
- “Planning Goals and Requirements” to be incorporated in the Project including, but not limited to, project phasing, public information and involvement, schedule, costs, energy and utility use, etc. Identify and evaluate the constraints and opportunities that impact the ability to achieve the Goals and Requirements. Provide draft reports for the RMRTD’s review and comment and finalize.

Contractor will assist RMRTD’s finalization of the OMF concept to be advanced to subsequent Tasks and develop a Total Project Budget (“Budget”) covering all hard and soft costs, including permitting, fees, equipment, furnishings, etc. through construction and Final Acceptance. Contractor will develop a proposed Master Schedule (“Schedule”) reflecting the scheduling, phasing, and critical time points through construction and owner Final Acceptance.

DELIVERABLES: PROJECT, PROGRAMMING AND PLANNING GOALS AND REQUIREMENTS REPORTS, PROJECT BUDGET AND SCHEDULE

TASK 4. COMPLETE SCHEMATIC DESIGN, DESIGN CRITERIA AND BRIDGING DOCUMENTS (35%)

Contractor will develop a Schematic Design (“SD”) and Design Criteria (“DC”) package equal to thirty five percent (35%) of the completed design documentation for the entire construction project. The complete SD, DC and Bridging Documents will serve as the basis for a DB RFQ issued by RMRTD and will clearly communicate to Proposers the information required to make responsible, responsive and accurate submissions to a DB RFQ. Contractor will produce drawings and specifications clearly conveying the technical approaches for meeting RMRTD’s design intent, mitigating identified risks, and all information required to ensure RMRTD’s project requirements and goals are clearly communicated to the firm selected for the completion of the construction documents in Task 6.

The SD and DC shall be consistent with project budget and in compliance with all Federal, State, Local and applicable regulations.

Contractor shall complete an assessment of cost and schedule risks of future Project procurement and construction activities and recommend mitigation measures.

SD, DC and supporting material shall address, but not be limited to:

- shape, type, height, configuration and desired character of building, improvements and appurtenances
- site plan, with all elements drawn to scale and accurately sized (e.g., drainage ponds are sized to their required capacity)
- size and description of all required site and building utility connections, accompanied by a description of all provider requirements
- major fixed and moveable furniture, tools and equipment
- rail, Positive Train Control, communications and related improvements on site and connecting to Main Line
- drainage/floodplain analysis necessary to adequately size infrastructure, mitigate/process runoff from day-to-day transit operations, satisfy required permits/approvals
- site security
- energy and water efficiency, indoor and outdoor environmental quality, innovation, and cost saving
- site ingress, egress and vehicle circulation
- roadway and pedestrian infrastructure improvements
- other offsite improvements
- guidance on Buy America compliance for specialized equipment and systems, including specified equipment

Additionally, Contractor shall identify beneficial separate design and construction procurement opportunities for specialized and / or long lead time aspects of the Project, such as specialty rail maintenance equipment, utilities, switches or communications infrastructure. Contractor will develop appropriate SD and DC, or acceptable alternate materials for the separate procurement activities and assist in determining and coordinating procurement and delivery strategies.

- Contractor will prepare Bridging Contract Documents (for site, foundations, specialty equipment, etc.) required to effectively complete a DB contract that protects RMRTD from cost, schedule, quality and other risks in the ensuing Project activities. The Contract

Bridging Documents must address all relevant disciplines required for the successful completion of the Project and will vary in their level of development depending on the design discipline involved.

- The Bridging Contract Documents must fully protect the design, quality, and the Owner financially, while allowing proposing DB Contractors latitude to develop the best proposal. The Bridging Documents must reflect sufficient coordination between disciplines to reasonably demonstrate fit and function within any known constraints.

DELIVERABLES: UPDATED PROJECT BUDGET AND MASTER SCHEDULE; SCHEMATIC DESIGN DRAWINGS AND SPECIFICATIONS, BRIDGING CONTRACT DOCUMENTS

TASK 5. DESIGN BUILD RFQ/RFP AND SELECTION (CONSTRUCTION DOCUMENTS)

Contractor shall review and assist RMRTD in the preparation of all DB procurement material for Step One (Construction Documents) and Two (construction) of a Two-Step Process. Contractor shall complete the procurement process, evaluate and support RMRTD's selection activities, serve as Owner Representative for the development of the final design and the development of Construction Documents to a Notice to Proceed to the DB Firm for construction or notice from RMRTD that Step Two will be postponed or not be pursued. Contractor shall assemble, package and distribute procurement documents; receive and answer questions from prospective proposers and issue RMRTD-approved addenda; attend pre-proposal meetings; maintain records; and, if necessary, conduct and coordinate site visits.

Contractor will serve as Owner Representative for the Step One Contractor's Construction Document production.

Contractor will serve as Owner Representative for the evaluation of the Step Two award including Guaranteed Maximum Price (GMP) and Project Schedule unless RMRTD issues formal notice that Step Two will not be pursued.

DELIVERABLES: TWO STEP DESIGN BUILD RFQ/RFP PACKAGE, EVALUATION AND RECOMMENDATION ANALYSIS AND REVIEW OF ALL CONSTRUCTION DOCUMENTS (INCLUDING SEPARATE DESIGN AND PROCUREMENT OPPORTUNITIES) FOR RMRTD APPROVAL,

STEP TWO PROCURMENT EVALUATION; EVALUATION OF GMP AND MASTER SCHEDULE COMPLIANCE; RECOMMENDATION

TASK 6. OPTIONAL OWNER REPRESENTATIVE FOR CONSTRUCTION ENGINEERING SERVICES

If RMRTD and the Design Builder enter a contract for construction, RMRTD and the Contractor may enter into Optional Task 6 services for Construction Engineering and Services. The determination of entering Optional Task 6 services is expressly contingent upon RMRTD and the Contractor agreeing upon and entering a contract amendment for these services. These services include all activities to achieve Final Acceptance and perform all Owner-related design, construction, and other obligations required under the BD Contract Documents.

DELIVERABLES: TO BE DETERMINED

1.3 Background

The New Mexico Rail Runner Express began operating between Downtown Albuquerque and the US 550 Station in the Town of Bernalillo in July 2006. Service expanded south to the City of Belen and, in December 2008, the system was completed and trains began running north to Santa Fe. Also in 2008, voters in the three counties approved a 1/8-cent gross receipts tax (“GRT”) to fund RMRTD. This was followed closely by the commitment of the NCRTD to contribute GRT funds to RMRTD to offset the costs of service in Santa Fe County. GRT is by far RMRTD’s primary source of local funding.

The RMRTD’s Board of Directors is responsible for carrying out the functions assigned by the Regional Transit District Act, including establishing financial, management, service operation, fare, and other policies that support the operations of the transit system. The day-to-day operations of the RMRTD are the responsibility of the agency Director and program staff.

The Rail Runner system serves 15 stations on a 96-mile, north-south corridor and today functions as the spine of central New Mexico’s transit network and features 50+ connections with RMRTD, ABQ RIDE, NMDOT, North Central Regional Transit District and Santa Fe Trails bus routes and demand response services. The Rail Runner and RMRTD’s connecting bus services alone reach 4 counties, 14 incorporated urban and rural communities, 8 Native American pueblos and several unincorporated places. In FY2019 (July 2018-June 2019), the Rail Runner served 763,428 passenger trips and 35.4 million passenger miles.

The RMRTD is responsible for managing, operating, maintaining, and improving the Rail Runner through a memorandum of agreement (MOA) with NMDOT, the owner of all Rail Runner corridor property, equipment, and infrastructure. The RMRTD, in turn, contracts with Herzog Transit Services, Inc. to operate and maintain all Rail Runner vehicles and infrastructure except stations.

1.4 Project Information

Since service began in 2006, the RMRTD has stored, inspected, serviced, and maintained the Rail Runner’s 9 locomotives, 9 cab cars and 13 coach cars at a yard near Downtown Albuquerque. The Rail Runner yard includes four buildings on eight acres of privately-owned land that RMRTD leases, as well as three buildings and storage tracks located on the adjoining NMDOT owned railroad right-of-way. All but one of the seven buildings predate the Rail Runner, and five date to the 1950s/1960s and are in average or below-average condition.

Recognizing the significant inadequacies of the Rail Runner facilities, RMRTD has completed planning, conceptual design and engineering efforts for the OMF. As conceived in the work completed to date, the OMF will improve employee working conditions, increase efficiency and accommodate future growth. Critical, near-term improvements that address the most urgent needs include a maintenance shop with required tracks and turnouts, work areas for maintenance staff, and a fuel and lubricants station.

1.5 Project Goals

RMRTD’s goals for the project are as follows: (a) complete procurement process and recommend a DBB firm for the completion of Step One by March 30, 2025; (b) have completed construction documents and, if determined by RMRTD, proceed to Step Two, construction, by December 30, 2025 (c) Final Acceptance of the OMF by the third quarter of calendar year 2027; (d) meet established cost and budget goals; (e) safe construction of the Project, including ensuring the safety of Rail Runner employees, contractors and the general public, (f) effective community engagement, (g) and minimizing the impacts of construction to the public, stakeholders, ridership,

Amtrak, BNSF, NMDOT and other stakeholders. RMRTD will consider the phased implementation of the OMF if required by available funding, schedule or other factors.

1.6 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 QBS.

1.5 Definitions

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

"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 Offerory Submissions.

"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 QBS 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 Submission.

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

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

"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.

"Qualifications Based Selection" or "QBS" means all documents, including those attached or incorporated by reference, used for soliciting Submissions.

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

"Responsible Offeror" means an Offeror who submits a responsive Submission 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 Submission.

"Responsive Offer" or "Responsive Submission" means an offer or Submission that conforms in all material respects to the requirements set forth in the Qualifications Based Bid. Material respects of a Qualifications Based Selection include, but are not limited to, Qualifications, 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 QBS 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 QBS. The time frames shown may be subject to change at the discretion of the RMRTD.

Issue QBS RFP	August 16, 2024
Written Questions Due	September 20, 2024, 12:00 p.m. (MST)
Submissions Due	September 27, 2024, 2:00 p.m. (MST)
Evaluation Committee	Week of October 7, 2024
Orals (if Necessary)	Week of October 21, 2024
Selection of Finalist(s)	Week of October 28, 2024

2.2 Explanation of Events

2.2.1 Pre-Submission Conference

There will be no pre-submission conference associated with this QBS 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 QBS Receipt as contained herein. The Acknowledgement of QBS Receipt must be emailed to the Procurement Officer. Offerors **must include an email address** on the Acknowledgement of Receipt. The Acknowledgement of QBS Receipt must be received at least five (5) days prior to the Submission submittal due date for a potential Offeror to be placed on the procurement distribution.

2.2.4 Procurement Distribution List for Written Responses and Amendments

Only Offerors who submit the Acknowledgement of QBS 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 Submission

At this time, only electronic submission is allowed. Do not submit hard copies until further notice. All Submissions must be received electronically via email by the Chief Procurement Officer or designee no later than 2:00 p.m. (MDT) on September 27, 2024, as defined in Section 3.0 of this QBS. Submissions received after this deadline will not be accepted. The date and time will be noted on each Submission as it is received via electronic email.

A log will be kept of the names of all Offeror organizations that submitted Submissions. Pursuant to Section 13-1-116 NMSA 1978, the contents of any Submission 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 Submission Evaluation

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

2.2.7 Selection of Finalists

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

2.2.8 Oral Presentation by Finalists (Optional)

Finalist Offerors may be required to present their Submissions 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 Submissions 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 QBS.

2.2.10 Protest of Award

An Offeror who has submitted a responsive Offer on this QBS may protest the award of a Contract resulting from the QBS. 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 Qualifications Based Bid number. It must also contain a statement of grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the Procurement Officer. The protest must be delivered to the Procurement Officer.

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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 QBS. 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 Submission constitutes acceptance of the evaluation factors specified in this QBS.

2.3.2 Incurring Cost

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

2.3.4 Prime Contractor Responsibility

Any Offeror awarded a Contract as a result of this QBS 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 Submission, 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 Submission or used in the performance of the Contract.

2.3.6 Amended Submissions

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

2.3.7 Offeror’s Rights to Withdraw Submission

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

2.3.8 Submission Offer Firm

Responses to this QBS 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 Submissions.

2.3.9 Disclosure of Submission Contents

The Submissions will be kept confidential until a Contract is awarded. At that time, all Submissions and documents pertaining to the Submissions 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 Submission 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 Submission in order to facilitate eventual public inspection of the non-confidential portion of the Submission.

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 Submission should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the Submission will be so disclosed. The Submission 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.

2.3.11 Termination of QBS

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

2.3.12 Sufficient Appropriation

Any Contract awarded as a result of this QBS 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.

2.3.13 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 QBS, shall control in the first order under this solicitation.

2.3.14 Basis for Submission

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

2.3.15 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 QBS. 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 QBS.

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 Submission.

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

2.3.16 Approval of Contractor Personnel

Personnel proposed in the Contractor's written Submission are considered material to any work performed under this QBS 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.

2.3.17 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 Submission.

2.3.18 Offeror Qualifications

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

2.3.19 Right to Waive Technical Irregularities

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

2.3.20 Project Team Prohibited Activities

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

2.3.21 Notice – Civil and Criminal Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and

misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

2.3.22 RMRTD Rights

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

2.3.23 Right to Publish

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

2.3.24 Ownership of Submissions

All documents submitted in response to this QBS shall become the property of RMRTD. However, any technical or user documentation submitted with the Submissions 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.

2.3.25 Electronic Mail Address Required

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

2.3.26 Electronic and Web Site Versions of this QBS

This QBS 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 QBS. In the event of conflict between a version of the QBS in the Offeror's 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

RMRTD anticipated Federal funds will be used for this project, therefore, all, and any Federal Regulations will apply. Appendix 3 of this QBS RFP is a requirement, Appendix 4 of this QBS RFP is a requirement. Exhibit D SAMS.GOV registration 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 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.

W. Seat Belt Use

- (1) The Subrecipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the- job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles

X. Safe Operation of Motor Vehicles

- (1) The Subrecipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving Safety. The Subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Subrecipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award; Recipient Size. The Subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
- (2.) Extension of Provision. The Subrecipient agrees to encourage its contractors to comply with this Special Provision and include this Special Provision in each third-party contract at each tier supported with federal assistance.

- #### Y. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
- Public Law 115-232, section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance services provided by such entities or using such equipment, telecommunications or video surveillance equipment or services

produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Z. Federal Grant Reporting Requirements.

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on www.USASpending.gov. The type of information the Department is required to report includes:

- Name of Subrecipient receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number or grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Subrecipient, which includes the Congressional District
- Place of performance of the program or activity, which includes the Congressional District
- Unique identifier—DUNS—of the Subrecipient and its parent organization, if one exists
- Total compensation and names of the top five executives of the Subrecipient. This information is required, if the Subrecipient in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Subrecipient's grant application and standard reports. However, the Subrecipient will be required to provide additional information, which includes the total compensation and names of the Subrecipient's top five executives, if applicable. The Subrecipient shall register with www.SAM.gov and DUNS and provide that information to the Department.

3.0 RESPONSE FORMAT AND ORGANIZATION

3.1 Number of Responses

Offerors shall submit only **one** (1) Submission for contracts associated with this QBS.

3.2 Number of Copies

ELECTRONIC SUBMISSION ONLY

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

Offerors need only submit one single electronic copy of each portion of its Submission 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 Submissions as described below into separate electronic files for Submission.

Submissions must be submitted in the manner outlined below.

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

3.3 Submission Format

All Submissions must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) with tabs delineating each section. Submissions 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 Submission Organization

The Submission 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: Submission Form
- Tab 2. Project Understanding
- Tab 3. Qualifications, Resources & Expertise
- Tab 4. Technical Approach
- Tab 5. Certifications
 - Appendix 3: Certification Restrictions on Lobbying
 - Appendix 4: Certification Debarment, Suspension
 - Appendix 5: Campaign Contribution Disclosure
 - Appendix 6: Certification Affirmative Action

Note that Appendix 2: Acknowledge of QBS 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 Submission. The completed certifications will not count toward the page limits of the Submission.

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

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

3.3.2 Submission Form

Each Submission must contain - as the first item in the organized and indexed sequence – the fully executed Submission 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 Submission as non-responsive.

4.0 SPECIFICATIONS

Submission narratives along with required supporting materials will be evaluated and awarded points as detailed in the Evaluation Section of this solicitation. Responses to the evaluation factors will be examined and used in the scoring of responsive Submissions.

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 SOW.

4.2 Evaluation Factors

Four (4) evaluation factors, including Project Understanding; Technical Approach; Project Team and Resources; and Experience and References will be examined in the scoring of responsive Submissions. Offerors should respond in the form of a thorough narrative, graphics and tables to each evaluation factor as it applies to the SOW and other information contained in the QBS.

4.2.1 Project Understanding

Offerors shall demonstrate an understanding of the needs, functions, capacity, design, construction and eventual operations of commuter rail operations and maintenance facilities. Offerors shall demonstrate an understanding of the Rail Runner system, operations and rolling stock; the RMRTD agency; additional involved agencies, partners and stakeholders (such as the NMDOT, BNSF, Amtrak, and the City of Albuquerque); and shall describe how these may impact the Project and the eventual operations of the OMF.

Offerors shall describe the state of commuter rail industry and innovations, technology, design, equipment, operations and other advances that may be appropriate for integration into the Project.

Furthermore, Offerors are encouraged to consider the RMRTD's immediate and long-term needs for the OMF that may fall outside of the SOW and to suggest improvements to the SOW.

4.2.2 Technical Approach

Offerors shall describe their specific, technical approach to the SOW and shall identify any notable considerations in related to the SOW activities or the successful completion of the Project. Offerors shall describe how they would apply the Two-Step Design Build Bridging (or similar alternate) method to the delivery of the OMF to minimize risks to cost, schedule and Qualifications.

Offerors shall identify the type of Design Criteria and the degree to which the Design Criteria would be developed and describe the Schematic Design features and the Bridging Documents proposed to be completed for Step One.

Offerors shall also describe quality control/quality assurance procedures that will ensure the accuracy and adequacy of the Project. Offerors are encouraged to consider RMRTD's organization and capacity and to demonstrate an appropriate technical and project management approach.

Offerors shall describe how they will encourage firms to submit Submissions to the DB Request for Qualifications and the method by which the Submissions will be evaluated and describe their role and activities in effectively working with DB firms as Owner Representative through the Project.

Offerors shall include a proposed high-level schedule demonstrating how the Project will meet RMRTD's desired schedule as stated Section 1.5 of the QBS.

4.2.3 Project Team and Resources:

Offerors shall list each firm and individual on their prospective project team and shall provide their

professional licensure, registrations and/or certifications, and qualifications. For all key positions, Offerors shall describe primary responsibility and role, home office location, and specify expected level of participation as portion of Offeror effort. Offerors are strongly encouraged to describe project team members' experience in each of the Tasks in the SOW. Offerors shall provide an organization chart(s) for the prospective team.

Offerors shall also identify the Project Manager(s) who will be responsible for overseeing the project team and communicating with RMRTD through the Project, as well as describe the hierarchy and relationships between the prime consultant and subconsultants and subcontractors.

Offerors shall identify the project managers for all subconsultants / subcontractors. Offerors shall indicate the projects for which they have used the proposed subconsultants / subcontractors in the past.

4.2.4 Experience and References

Offerors shall describe their past or current experience designing, bidding, delivering and managing the construction of commuter rail operation and maintenance facilities or similar projects for federal, state or local governments. Experience with public sector DBB and DB projects should be described. Offerors are encouraged to include local projects which utilized the prospective project team.

Offerors shall also provide the name, title, agency, phone number, and email address for the government project manager that oversaw the projects being provided as experience. Offerors shall describe the project (type of facility, size, total cost, etc.) and specify their roles in the overall project. Offerors shall identify the prime contractor in the event it is not the Offeror.

5.0 EVALUATION

The Procurement Officer will review all Submissions for completeness. Complete Submissions will be scored by a selection committee consisting of **five** members.

5.1 Evaluation Point Summary

The selection committee will review all complete Submissions against the following evaluation criteria, which are described more fully below:

<u>Evaluation Criteria</u>	<u>Possible Points</u>
1 Project Understanding	15
2 Technical Approach	30
3 Project Team and Resources	30
4 Experience and References	<u>25</u>
Total Available Points	100
5. Oral Interview (If Necessary)	30
6. Best & Final Offers (If Necessary)	<u>20</u>
TOTAL AVAILABLE	150

The selection committee will score all complete Submissions. As noted in Section 1.0, pricing will not be part of the evaluation criteria. Upon completing the QBS evaluation process and finalist selection RMRTD may request cost estimates from the Offeror(s) with the highest score(s), although it will first enter cost negotiations with the highest scoring offeror. Upon successful

negotiation, RMRTD will issue a final contract reference Exhibit A and ultimately a purchase order to the offeror. If negotiations with the highest scoring offeror are unsuccessful, RMRTD will then negotiate with the second highest scoring offeror, then the third highest scoring Offeror, etc. Nevertheless, RMRTD reserves the right reject all Submissions if they are determined to not be in the best interest of RMRTD.

5.2 Evaluation Process

The evaluation process will follow the steps listed below:

5.2.1 Submission Compliance

All Offeror Submissions will be reviewed for compliance with the mandatory requirements stated within the solicitation. At the discretion of RMRTD, Submissions 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 Submissions 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 Submissions 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 Submission 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
SUBMISSION FORM
QUALIFICATIONS BASED SELECTION RFP
RFP#: 2025-01

SUBMISSION 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	<input type="checkbox"/>	Corporation	<input type="checkbox"/>	For Profit	<input type="checkbox"/>	Not-for-Profit	<input type="checkbox"/>	Government
	<input type="checkbox"/>	Individual						
Federal ID Number			State ID Number					

1. I (We) am submitting on the procurement titled: _____
2. I (We) accept the Conditions Governing the Procurement stated in Section 2.3.1.
3. I (We) acknowledge receipt of any and all amendments to this QBS, Nos. _____ to _____.

Signature of Officer _____ Date _____

APPENDIX 2
ACKNOWLEDGEMENT OF QBS RFP RECEIPT
RFP#: 2025-01

ACKNOWLEDGEMENT OF QBS RFP RECEIPT

(Optional)

In acknowledging the receipt of this Qualifications Based Selection, 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 Qualifications Based Selection.

Firm does does not (**check one**) intend to respond to this Qualifications Based Selection.

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@mrcog-nm.gov

APPENDIX 3

**CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING QUALIFICATIONS BASED
SELECTION**

RFP#: 2025-01

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 and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

Executed this _____ day of _____, 20__.

By _____
(Signature of authorized official)

(Title of authorized official)

APPENDIX 4

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

QUALIFICATIONS BASED SELECTION RFP

RFP#: 2025-01

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 submission 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 submission.

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#: 2025-01

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 QUALIFICATIONS BASED SELECTION 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 Qualifications Based Selection and ending with the award of the contract or the cancellation of the Qualifications Based Selection. "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
AHRO Form CC 2
QUALIFICATIONS BASED SELECTION RFP
RFP#: 2025-01

CERTIFICATION REGARDING
AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY
AND NONDISCRIMINATION

AHRO Form CC 2

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

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

 Company Name of Bidder Telephone Number

 Signature FAX Number

 Printed Name E-Mail Address

 Title Date

Address:

EXHIBIT A
DRAFT CONTRACT
QUALIFICATIONS BASED SELECTION RFP
RFP#: 2025-01

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 Qualifications based selection request for proposals for professional services related to New Mexico Rail Runner Express Operations and Maintenance Facility Design Consultant and Owner Representative (RFP2025-01): and

WHEREAS, the terms and conditions of RMRTD Qualifications Based Selection Request for Proposals 2025-01 are incorporated by reference into this Agreement; and

WHEREAS, the RMRTD desires to engage the contractor for New Mexico Rail Runner Express Operations and Maintenance Facility Design Consultant and Owner Representative 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 SOW 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. Information Gathering.
 - iii. Concept Finalization and Project Programming and Planning.
 - iv. Complete Schematic Design, Design Criteria and Bridging Documents (35%).
 - v. Design Build RFQ/RFP and Selection (Construction Documents).
 - vi. Optional Owner Representative for Construction Engineering Services.

- b. Staffing. RMRTD designates Robert Gonzales 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 \$ TBD This amount shall constitute full and complete compensation for the Contractor's services described in the SOW, 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. Sufficient Appropriations

- a. Any agreement as a result of this RFP 2025-01 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.

5. 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.

6. 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.
- 7. **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.
- 8. **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.
- 9. **Status of Contractor.** The Contractor is an independent contractor and is not an employee of the RMRTD.
- 10. **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.
- 11. **Subcontracting.** The Contractor shall not subcontract any portion of the services performed under this Agreement without prior approval of the RMRTD.

12. Insurance

- a. Professional Liability Insurance. If the Contractor will be performing any work related to the New Mexico Rail Runner Express Operations and Maintenance Facility Design Consultant and Owner Representative as prescribed in RFP 2025-01, 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).

13. 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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **Amendment.** This Agreement shall not be changed or supplemented except by a written instrument executed by the parties.

- 20. **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.
- 21. **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.
- 22. **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

_____ Date: _____
Contractor
Name Here

APPROVED AS TO FORM:

By: _____ Date: _____
Larry Horan,
MRCOG General Counsel

EXHIBIT B
SCOPE OF SERVICES

EXHIBIT C

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

EXHIBIT D

SAMS.GOV Registration

Please provide your SAMS.GOV Registration

SAMPLE of SAMS.GOV CURRENT REGISTRATION FORMAT

Entity Name		Active Registration	Entity Information
[Redacted]			
Unique Entity ID	Cage/NCAGE		Expiration Date
[Redacted]	[Redacted]		[Redacted]
Physical Address		Mailing Address	
[Redacted]		[Redacted]	
Purpose of Registration			
[Redacted]			
Version			
Current Record			