



REQUEST FOR PROPOSALS

PURCHASE OF UNIFORMS

RMRTD Procurement No.: 2019-03

Issued: October 26, 2018
Proposal Due Date/Time: January 7, 2019, 2:00 PM (MST)

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1.0 INTRODUCTION

1.1 Purpose of this Request for Proposals

The Rio Metro Regional Transit District (RMRTD) and the North Central Regional Transit District (NCRTD) seeks proposals to provide uniforms for Transit Operators, Dispatchers, Road Supervisors, Maintenance and Administrative personnel. The successful contractor shall provide uniforms and any associated services to RMRTD and NCRTD divisions: Rio Metro Sandoval, Rio Metro Rail, Rio Metro Valencia, North Central Chama, North Central Espanola, North Central Santa Fe and North Central Taos (herein referred to collectively as "RMRTD and NCRTD divisions". The RMRTD and the NCRTD invites individuals and firms (Offerors) to submit proposals for a contract for the work indicated in the title page in accordance with the specifications contained in this request for proposal (RFP). This RFP contains specific requests for information.

The purpose of this procurement is to select individual(s)/firm(s) to provide the RMRTD and NCRTD with uniforms for its employees.

1.2 Scope of Work

The RMRTD and NCRTD desire to purchase uniforms for its Transit Operators, Dispatchers, Road Supervisors, Maintenance and Administrative personnel. See Attachment A for detailed Scope of Work.

1.3 Scope of Procurement

In order to ensure uniformity of appearance and to maintain a positive "public image" of its transportation employees, RMRTD and NCRTD Transit Operators, Dispatchers, Road Supervisors, Maintenance and Administrative personnel are provided an annual allowance for the purchase of authorized uniforms for their specific job title.

The specified uniform articles and accessories are listed in the Product Descriptions.

The scope of the procurement shall encompass the defined scope of work and any extensions or renewals thereof, as part of a multi-year Contract.

1.4 Procurement Manager

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

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

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager

regarding the procurement. Other RMRTD employees do not have the authority to respond on behalf of the RMRTD.

1.5 Definitions

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

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

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

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

"Determination" means the written documentation of a decision by the Procurement Manager or Procurement Officer including findings of fact supporting a decision. A determination becomes part of the procurement file.

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

"Evaluation Committee" means a body appointed by the RMRTD Executive Director to evaluate Offerors proposals.

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

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to comply with a mandatory item or factor will result in the rejection of the Offeror's proposal.

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

"NCRTD" means the North Central Regional Transit District of New Mexico.

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

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

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

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

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate

to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

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

1.6 Background Information

The RMRTD is the primary regional transit provider for Bernalillo, Sandoval and Valencia counties providing bus, dial-a-ride and commuter rail services.

The NCRTD is the primary regional transit provider for Los Alamos, Rio Arriba, Santa Fe and Taos counties providing bus, demand response and paratransit services.

2.0 PROCUREMENT CONDITIONS

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

2.1 Sequence of Events

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

Issue RFP – October 26, 2018
Proposals Due – January 7, 2019
Evaluation Committee – Week of January 7, 2019
Orals (if Necessary) – Week of January 14, 2019
Selection of Finalist(s) – Week of January 14, 2019

2.2 Explanation of Events

2.2.1 Deadline to Submit Additional Questions

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

2.2.2 Notification of Written Responses and Amendments

In order to receive notification of written responses to written questions and solicitation amendments, if any, potential Offerors must complete and submit Appendix 1 Acknowledgement of RFP Receipt as contained herein. The Acknowledgement of RFP Receipt may be hand-delivered, electronically mailed, returned by facsimile, registered

or certified mail to the Procurement Manager. Offerors must include an email address on the Acknowledgement of Receipt. The Acknowledgement of RFP Receipt must be received at least five (5) working days prior to the proposal submittal due date in order for a potential Offeror to be placed on the procurement distribution list.

2.2.3 Procurement Distribution List for Written Responses and Amendments

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

2.2.4 Submission of Proposal

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

The date and time will be recorded on each proposal as it is received. Proposals must be addressed and delivered to the Procurement Manager at the address listed herein. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the name of the procurement on the cover sheet. Proposals submitted by facsimile or electronic mail will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

2.2.5 Proposal Evaluation

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

2.2.6 Selection of Finalists

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

2.2.7 Oral Presentation by Finalists (Optional)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held at the RMRTD address noted herein. Each presentation will be

limited to thirty minutes with an additional fifteen minutes for questions and answers.

2.2.8 Best and Final Offers from Finalists

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

2.2.9 Contract Negotiations

The contract will be negotiated with the most advantageous Offeror(s). 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.

2.2.10 Contract Award

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

2.2.11 Protest of Award

An Offeror who has submitted a responsive Offer on this RFP may protest the award of a contract resulting from the RFP. The protest must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The protest period will begin on the day following the contract award and will end at close of business on the following fifteenth calendar day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the Procurement Officer. The protest must be delivered to the Procurement Officer.

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

Protests received after the deadline will not be accepted.

2.3 General Requirements

This procurement will be conducted in accordance with the RMRTD & NCRTD

procurement policies, the New Mexico Procurement Code and applicable Federal regulations.

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

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.

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

2.3.2 Incurring Cost

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

2.3.3 Prime Contractor Responsibility

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

2.3.4 Subcontractors

Intended use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be solely responsible for the entire performance of the contract whether or not subcontractors are identified in the proposal or used in the performance of the contract.

2.3.5 Amended Proposals

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

2.3.6 Offerors' Rights to Withdraw Proposal

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

2.3.7 Proposal Offer Firm

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

2.3.8 Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

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

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

2.3.9 No Obligation

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

2.3.10 Termination of RFP

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

2.3.11 Sufficient Appropriation

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

2.3.12 Governing Law

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

2.3.13 Basis for Proposal

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

2.3.14 Contract Terms and Conditions

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

Should an Offeror object to any of the RMRTD & NCRTD's terms and conditions, as contained in this Section, that Offeror must propose specific alternative language. The RMRTD & NCRTD 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 & NCRTD and will result in disqualification of the Offeror's proposal.

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

2.3.15 Approval of Contractor Personnel

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

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

Approval of the replacement personnel shall not be unreasonably withheld.

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

2.3.16 Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be

discussed only between the RMRTD & NCRTD and the selected Offeror and shall not be deemed an opportunity to amend the Offerors proposal.

2.3.17 Offeror Qualifications

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

2.3.18 Right to Waive Technical Irregularities

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

2.3.19 Project Team Prohibited Activities

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

2.3.20 Notice - Civil and Criminal Penalties

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

2.3.21 Rights

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

2.3.22 Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors, and contractors must secure from the RMRTD written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offerors proposal or termination of the contract.

2.3.23 Ownership of Proposals

All documents submitted in response to this RFP shall become the property of the RMRTD & NCRTD. However, any technical or user documentation submitted with the proposals of non-

selected Offerors shall be returned upon written request after the expiration of the protest period: Offerors not selected for award of a contract that request return of materials within the time frame specified above may pick up the documentation at the RMRTD office within a fifteen-day period following the protest period.

2.3.24 Electronic mail address required

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

2.3.25 Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the RMRTD and the NCRTD, 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, state and local public funds. Therefore, the following certifications are required for this solicitation:

2.4.1 Prohibition Against Use of Federal Funds for Lobbying

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

2.4.2 Debarment and Suspension

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

2.4.3 Campaign Contribution Disclosure

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective Contractor seeking to enter into a Contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. Certification is required as provided in Appendix 5 of this solicitation.

2.4.4 Affirmative Action/Civil Rights Compliance

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

3.0 RESPONSE FORMAT AND ORGANIZATION

3.1 Number of Responses

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

3.2 Number of Copies

Offerors shall deliver: **one (1) original, five (5) identical copies and one (1) digital copy**: one complete copy and one electronic copy without "Proprietary" information in PDF format to the location specified herein on or before the closing date and time for receipt of proposals.

3.3 Proposal Format

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Proposals shall be no longer than 150 pages (single sided) excluding tabs and front and back covers.

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

3.3.1 Proposal Organization

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

- Tab 1. Proposal Form: Appendix 2
- Tab 2. Project Understanding and Technical Approach to Tasks
- Tab 3. Quality Assurance/Quality Control Plan
- Tab 4. Qualifications and Resources
- Tab 5. Experience Providing Equivalent Products/Services and Client References
- Tab 6. Schedule/Ordering Process and Back end Management
- Tab 7. Pricing Sheets (Price sheets – sealed separately)
- Tab 8. Forms and Certifications
 - Appendix 3: Certification Restriction on Lobbying
 - Appendix 4: Certification Debarment Suspension
 - Appendix 5: Campaign Contribution Disclosure Form
 - Appendix 6: Certification Affirmative Action/Equal Employment Opportunity

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

Forms and certifications included in Tab 8 are required to ensure that an Offeror has completed a responsive proposal. The completed certifications will not count toward the page limits for this solicitation.

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

rejected on that basis.

3.3.2 Proposal Form

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

4.0 SPECIFICATIONS

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

4.1 Project Understanding and Technical Approach to Tasks

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

4.2 Quality Assurance/Quality Control Plan

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

4.3 Qualifications and Resources

Offerors shall provide a description of their qualifications and resources available. This description should include:

4.3.1 Proposals will be accepted only from established manufacturers or their authorized dealers. Any dealer submitting a proposal hereby guarantees that it is an authorized dealer of the manufacturer, that the manufacturer has agreed to supply the dealer with all quantities of products required by the dealer in fulfillment of its obligations under any resultant contract with the RMRTD/NCRTD.

4.3.2 Proposer must maintain a business establishment with adequate inventories of the products offered and must be capable of processing and shipping large numbers of orders to various destinations.

4.3.3 The RMRTD/NCRTD may require a certificate from the proposer showing the number of years the proposer has been active in providing the services or selling the products offered and the size and location of the inventories regularly maintained.

4.4 Experience Providing Equivalent Products/Services and Client References

4.4.1 Firm Overview

- a. The proposal shall include a brief summary of the firm, its size and structure, the number

of full-time and part-time employees, the number of years that the firm has been providing the described services, and capabilities in the relevant areas shall be described.

4.4.2 Other Clients

- a. Proposals shall include three (3) references where the Contractor either currently provides uniforms or provided uniforms within the past five (5) years to either a Transit Agency or a Governmental Entity. Please provide a brief overview of the type of uniforms, how the ordering process is handled, and how the contract is managed.
- b. The list shall include the name, address, phone number and e-mail address of the client's contact person.

4.5 Schedule/Ordering Process and Back End Management

- 4.5.1 All aspects of the ordering (where and how they are ordered – in person or online), timeframe to fill orders and billing of this contract.
- 4.5.2 How the Offeror will establish and maintain Individual Accounts detailed in the Scope of Work of this RFP.

4.6 Pricing

- 4.6.1 Offerors shall provide pricing costs in Appendix 7 of this RFP. These costs shall not include applicable gross receipts taxes. Cost shall be under separate cover, not included in technical portion of proposal.
- 4.6.2 The Offeror shall submit the Completed Pricing Sheets for all items provided in the Scope of Work Attachment A. Some items included in the Scope of Work Attachments A are the same and are only included once in the Pricing Sheets.

Note: - If the price for a particular item increases at a particular size, this information shall be noted in an additional column which shall include what the price is as well as what size where the increase occurs.

- 4.6.3 The price proposal shall include pricing for each of the tailor services required in the Scope of Work of this RFP.
- 4.6.4 Offerors should assume a contract term of three (3) years with RMRTD/NCRTD having the option to renew for one additional one (1) year term. Prices will be fixed for the three (3) year term and may be increased by the CPI for All Urban Consumers for the preceding 12-month period prior to executing the succeeding final one (1) year term.
- 4.6.5 This is a full-service contract. For purposes of this contract, full service shall mean that the price proposal includes, but is not necessarily limited to: all labor and fees, all material and supplies, special requests; all administrative, reporting or other requirements, all overhead costs and profit. Details of service not explicitly stated in these specifications, but necessarily attendant to, are deemed to be understood by the Consultant and included herein.

5.0 EVALUATION

5.1 Evaluation Point Summary

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

<u>Evaluation Factor</u>	<u>Points</u>	
1. Project Understanding/Technical Approach	20	
2. Quality Assurance/Quality Control Plan	10	
3. Qualifications and Resources	20	
4. Experience Providing Equivalent Products/Services and Client References	20	
5. Schedule/Ordering Process and Back End Management	20	
6. Pricing	10	
	SUBTOTAL	100
5. Oral Interview (If Necessary)	30	
6. Best & Final Offers (If Necessary)	20	
	TOTAL AVAILABLE	150

5.2 Evaluation Process

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

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

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

EXHIBIT A
SCOPE OF WORK

1. PURPOSE

In order to ensure uniformity of appearance and to maintain a positive “public image” of its transportation employees, Rio Metro Regional Transit District (RMRTD) and North Central Regional Transit District (NCRTD) Transit Operators, Dispatchers, Road Supervisors, Maintenance and Administrative personnel are provided an annual allowance for the purchase of authorized uniforms for their specific job title.

The specified uniform articles and accessories are listed in the Product Descriptions. The Offeror shall propose a firm fixed price on all of the specified items or as many as the Offeror can provide. RMRTD and NCRTD will consider substitutions of equal products that are clearly identified and described as such. Samples may be requested at a later time. Additional articles may be added at a later time at an agreed upon price.

2. SCOPE OF SERVICE

The successful Offeror will be responsible for developing and overseeing a program to accomplish the individual ordering, fitting, alterations, distribution and billing.

- a. RMRTD provides uniforms for approximately 41 employees.
- b. NCRTD provides uniforms for approximately 60 employees.
- c. RMRTD and NCRTD will contract with one firm to provide all employees uniforms and related accessories.
- d. RMRTD and NCRTD intends to purchase an initial allocation of shirts and pants for all existing employees directly from the Offeror at the beginning of this contract and intermittently during the course of the agreement as new employees are hired. This will be referred to as the “Core Uniform Package” throughout the RFP.
- e. Beyond the Core Uniform Package, RMRTD and NCRTD will provide each employee with an annual allowance to fulfill their specific uniform needs for the year that will be credited in their account that will be established with the Offeror. Any purchases in excess of their individual account balance will need to be handled by the Offeror directly with the employee.
- f. The Offeror shall only provide products for purchase, whether paid with the allowance or personally, that are pre-approved by RMRTD and NCRTD in writing and the employee shall only be permitted to purchase items applicable to their job title.

Staffing levels may change at any time throughout the contract period. The program must accommodate all shifts.

3. TERMS

The Term of the contract will be for three (3) years, with RMRTD/NCRTD having the option to renew for one additional one (1) year term. Prices will be fixed for the three (3) year term and may be increased by the CPI for All Urban Consumers for the preceding 12-month period prior to executing the succeeding final one (1) year term.

4. NUMBER OF EMPLOYEES COVERED

For planning purposes, below is a snapshot of how many employees need to be provided uniforms by agency and division as of the release of this RFP.

RMRTD

Division	Transit Operators	Service Worker	Road/Operations Supervisor	Dispatchers	Managers	Rail Admin.
Rail	0	0	0	0	0	4
Sandoval	8	0	0	2	1	0
Valencia	20	1	1	3	1	0

NCRTD

Division	Transit Operators	Maintenance Workers	Road Supervisors	Customer Service Dispatchers
Espanola	35	0	3	2
Santa Fe	3	0	0	0
Taos	11	0	1	1

5. ORDERING PROCESS

- a. The Offeror shall provide an account representative to this account to handle the Core Uniform Package orders placed by RMRTD and NCRTD.
- b. The Offeror's proposal shall detail how the employees complete their orders either online, in-person, or both.
- c. The Offeror shall ship or deliver the item(s) ordered directly to the employee placing the order at no additional cost.
- d. Lead times for delivery shall be within fifteen (15) calendar days from the order date unless they are custom sizes, larger than 3XL or 48" or larger waist. A percentage discount penalty for failing to meet the delivery schedule will be negotiated with the successful Offeror.
- e. Items will be deemed accepted once ten (10) calendar days have passed without the employee or RMRTD or NCRTD reporting to the Offeror that the item is defective and/or Item doesn't fit properly.

In the event a defect exists, corrections shall be made within ten (10) business days of notice of non-acceptance. If defects are the responsibility of the supplier, return shipping shall be at the expense of said supplier.

- f. No payments will be made for items that are defective or do not fit properly until those defects are corrected to the employee's and RMRTD's and NCRTD's satisfaction.

6. INDIVIDUALIZED EMPLOYEE ACCOUNTS

- a. Offeror shall have an account-based system whereby the Offeror can establish and maintain accounts for all employees covered under this procurement and the resulting contract. New accounts shall be added and deleted upon written or electronic notice by RMRTD and NCRTD.
 - i. RMRTD and NCRTD will provide a list of eligible full and part-time employees to the Offeror monthly to ensure only current employees have an active account.
 - ii. The Offeror shall immediately cease all actions regarding delivery and ordering uniforms for employee accounts that do not appear on the monthly report from RMRTD and NCRTD.
- b. The Offeror shall have a mechanism where the accounts, upon written or electronic notice by RMRTD and NCRTD, can have the Uniform allowance applied. RMRTD and NCRTD currently applies these allowances annually.

- c. All accounts shall be reconciled monthly and the Offeror shall send a monthly report of all account balances by Agency and Division to RMRTD's and NCRTD's designated contact(s).
 - i. If there are discrepancies, the selected Offeror shall work with RMRTD and NCRTD staff to identify and correct the errors.
 - ii. Failure to adhere to these requirements may be grounds for the termination of this contract.
- d. The account-based system shall automatically charge the employee directly for any purchase amount made in excess of their account balance without the involvement of RMRTD and NCRTD.
 - i. If a specific item is to be partially funded by the allowance and partially by the employee, the system shall have the capability to break out the purchase and charge either RMRTD or NCRTD and the employee accordingly without a delay in the ordering process.
- e. The account system shall have the capability to provide detailed activity reports by account if requested by RMRTD or NCRTD and shall be provided within ten (10) days of written or email request by RMRTD or NCRTD.

7. UNIFORM ALLOWANCES

RMRTD Transit Operator

Upon hire each Transit Operator is allowed a \$500.00 Uniform Allowance. During each year of employment Transit Operators receive a \$200.00 Uniform Allowance to allow for the purchase of replacement pieces and new uniform pieces to supplement their RMRTD wardrobe. The sweater, belt and hat are optional.

Transit Operator	Red Dress Shirt	Polo Shirt (White, Blue or Green)	Black Pants	Black Shorts	Winter Jacket	Sweater (Opt.)	Belt (Opt.)	Hat (Opt.)	Safety Vest w/ RM Logo	Magnetic Flashlight	Tool Kit
Core Uniform Package	4	1	5	5	1	1	1	1	1	1	1
New Hire	4	1	5	5	1	1	1	1	1	1	1
Annual	4	1	5	5	0	0	1	1	1	0	0

RMRTD Transit Dispatcher

Upon hire each Dispatcher is allowed a \$250.00 Uniform Allowance. During each year of employment Dispatchers receive a \$100.00 Uniform Allowance to allow for the purchase of replacement pieces and new uniform pieces to supplement their RMRTD wardrobe.

Transit Dispatcher	White Dress Shirt	Polo Shirt (White, Blue or Green)	Sweater (Optional)	Hat (Optional)	Safety Vest w/ RM Logo
Core Uniform Package	4	1	1	1	1
New Hire	4	1	1	1	1
Annual	4	1	0	1	1

RMRTD Transit Service Worker

Upon hire each Transit Service Worker is allowed a \$250.00 Uniform Allowance. During each year of employment Service Workers receive a \$100.00 Uniform Allowance to allow for the purchase of replacement pieces and new uniform pieces to supplement their RMRTD wardrobe.

Transit Service Worker	Grey / Black Work Shirt	Blue Jean Work Pants	Winter Jacket	Hat (Optional)	Safety Vest w/ RM Logo
Core Uniform Package	5	5	1	1	1
New Hire	5	5	1	1	1
Annual	5	5	0	1	1

RMRTD Managers/Rail Administrative Staff

Managers/Supervisor and Rail Administrative Staff uniform pieces are optional.

Upon hire each Manager/Supervisor is allowed a \$250.00 Uniform Allowance. During each year of employment Managers/Supervisors receive a \$100.00 Uniform Allowance to allow for the purchase of replacement pieces and new uniform pieces to supplement their RMRTD wardrobe.

Managers/ Rail Administrative Staff	White or Red Dress Shirt	Polo Shirt (White, Blue or Green)	Winter Jacket	Sweater (Optional)	Belt (Optional)	Hat (Optional)	Safety Vest w/ RM Logo
Core Uniform Package	4	1	1	1	1	1	1
New Hire	4	1	1	1	1	1	1
Annual	4	1	0	0	1	1	1



NCRTD Transit Operator

Upon hire each Transit Operator is issued a uniform that consists of the following:

Transit Operator	Blue Dress Shirt	Blue Polo Shirt	Charcoal Pants	Charcoal Shorts	Blue Winter Jacket	Blue Sweatshirt (Optional)	Charcoal Fleece Vest	Hat (Optional)
Core Uniform Package	3	2	5	3	1	1	1	1

NCRTD Transit Dispatcher

Upon hire each Dispatcher is issued a uniform that consists of the following:

Transit Dispatcher	White Dress Shirt	White Polo Shirt	Blue Winter Jacket	Blue Sweater (Optional)	Hat (Optional)
Core Uniform Package	5	0	1	1	1

NCRTD Managers/Lead Operators

Upon hire each Manager/Lead Operator is issued a uniform that consists of the following:

Managers	Black or Red Dress Shirt	Polo Shirt (Black or Red)	Winter Jacket	Sweater (Optional)	Belt (Optional)	Hat (Optional)
Core Uniform Package	5	2	1	1	1	1

The successful Offeror shall measure personnel on RMRTD or NCRTD premises, at times designated by the RMRTD or NCRTD, on annual basis.

Upon award, the RMRTD or NCRTD will provide the successful Offeror with a list of eligible employees and the credit amount they are entitled to spend per year.

The specified uniform apparel and accessories are listed in the Product Descriptions listed under Section 15 - Requested Product List, using manufacturer's style and model numbers. Additional articles may be added at a later time at an agreed upon price.

8. ALTERATIONS

- a. RMRTD and NCRTD are requiring on-site alteration services to be provided at each agency division for the initial order of Core Uniform Packages.
 - i. The Offeror's technical proposal shall provide a plan for how this would be completed as efficiently as possible.
 - ii. The Offeror's Price Proposal shall provide a price for this one-time service.
 - iii. The Offeror shall provide all normal alterations to ensure proper fit. For those persons who stock sizes are not available, such items shall be altered and/or tailored to assure a proper and presentable fit. Items must be fitted with consideration for freedom of movement consistent with the nature of work performed while wearing these uniforms. Any special tailoring of these items shall be included in the proposal price however, it is not the intention of this Request for Proposal to provide vanity tailoring with alterations.
- b. After the initial order of Core Uniform Packages is placed, the Offeror shall provide at least three locations in RMRTD's and NCRTD's area of service where an employee can be measured, if they desire. Locations selected are to span the geography of RMRTD's and NCRTD's service area. These services shall be provided at no additional cost to RMRTD and NCRTD.
 - i. The Offeror's technical proposal shall provide how this would be accomplished and what locations will be made available.
- c. In addition to the off-site alteration services, the Offeror or one of its subcontractors shall be able to provide on-site alteration services at the request of RMRTD and NCRTD.
 - i. The Offeror's technical proposal shall include how these will be provided.
 - ii. The Offeror's Price Proposal shall provide a price for these services in 2-hour, 4 hour and 8-hour increments. If the price varies by agency division location, it shall be detailed in the price proposal.
- d. For planning/costing purposes below are the addresses of each agency's divisions:

Agency	Division	Address
RMRTD	Rail	101 Iron Street NE, Albuquerque, NM 87102
RMRTD	Sandoval	1500 Idalia Road, Bldg. D, Bernalillo, NM 87004
RMRTD	Valencia	101 Courthouse Road, Los Lunas, NM 87131
NCRTD	Espanola	1327 N. Riverside Drive, Espanola, NM 87532

NCRTD	Santa Fe	2931 Rufina Street, Santa Fe, NM 87507
NCRTD	Taos	1032 Dea Lane, Taos, NM 87571

9. BRAND NAME OR EQUAL

A Brand Name is used to identify characteristics and level of quality that will satisfy RMRTD and NCRTD's requirements. Proposed "or equal" units must be of the same quality and comply with the manufacturer's requirements and specifications; physical, functional and/or performance characteristics. The Offeror shall state the proposed manufacturer's name and model/part number and provide documentation sufficient, in the RMRTD and NCRTD's judgment, to permit a determination as to whether the unit bid constitutes an "or equal".

10. PRICING

The Offeror shall propose a firm fixed price on all of the specified items or as many as the Offeror can provide for all 4 years. The RMRTD and NCRTD will consider proposed substitutions "or equal" units that are clearly identified.

The Offeror shall submit pricing on the attached Itemized Proposal Form, which shall include the make, model and part number and cost for each item. All shipping costs should be included in the price.

11. INVOICING REQUIREMENTS

The successful Offeror shall submit invoicing on a monthly basis against the PO's issued annually. The invoice shall include the following information:

- Employee's name
- Date of purchase
- Model/Part Number per item
- Detailed description of item
- Quantity purchased
- Size per item
- Price per item
- Total amount of sale
- Invoicing shall reference the purchase order number. **A sample invoice shall be included with the proposal.**

12. REPORTING

The successful Offeror will provide an annual sales report, that shall summarize information that is provided on the invoices, including, but not limited to, the amount purchased and how much was spent per employee.

Reports shall be directed to the designated RMRTD and NCRTD Managers. **A sample report shall be included with the proposal.**

13. DELIVERY

Uniforms shall be delivered directly to the RMRTD and NCRTD designated locations. RMRTD and NCRTD employees shall also have the option to pick-up their uniforms at the successful Offerors place of business, if this option is available.

14. DETAILED SPECIFICATIONS FOR UNIFORMS

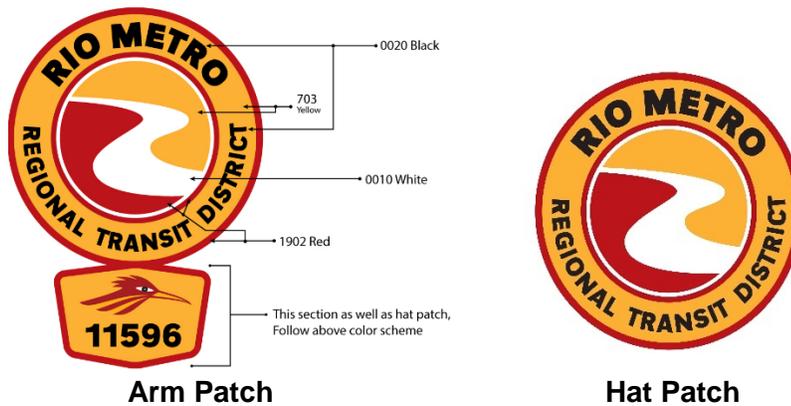
a. EMBLEMS/PATCHES

- i. Samples of the patches will be provided to the Offeror who will be responsible for providing the patches/emoblems.
- ii. RMRTD and NCRTD Patches (right sleeve) are to be embroidered (or securely sewn) on all shirts, sweaters and jackets.
- iii. RMRTD and NCRTD Patches shall be embroidered (or securely sewn) on all hats.
- iv. Cost for embroidery shall be included in the total price of the item and sewing onto items are to be provided free of cost to employee.
- v. RMRTD from time to time will request RMRTD Patches for its Contract driver uniforms (15 each) and the contract employee will be responsible to have the patch sewn on their uniforms.
- vi. The patches for the RMRTD Logo shall meet the following requirements:
 - 1. Stich Count: 5,000m or above – Industrial Grade
 - 2. Arm Patch Size: 3.25 (inches) width x 4.5 (inches) height
 - 3. Hat Patch Size: 3.25 (inches) width x 3.25 (inches) height
 - 4. Fade resistant polyester color threads, fine-twill backing for long lasting quality, 100% machine washable, dry-clean safe materials, and doesn't pull at fabric after washing.

- vii. Colors:
Isacord



- viii. The logos that are to be used for the RMRTD arm and hat patches are below:



- ix. The RMRTD silkscreen logo for the safety vest shall meet the following requirements:
 - 1. Size: 8 ½ round circle
 - 2. Color: Black
 - 3. Logo centered vertically and horizontally between the top and mid-section of safety vest
- x. The logos that are to be used for the RMRTD safety vest is below:



- b. The patches for the NCRTD Logo shall meet the following requirements:
- 9 Stich Count: 5,000 or above – Industrial Grade
 - 10 Embroidered Logo Shirt, Jacket, Vest: 3.5” x 3.5” inches
 - 11 Embroidered Logo Hat: 3.5” x 3.5” inches
 - 12 Fade resistant polyester color threads, fine-twill backing for long lasting quality, 100% machine washable, dry-clean safe materials, and doesn't pull at fabric after washing.
- i. Colors: Red & Yellow
 - ii. The logo that is to be used for the NCRTD shirts and hats is below:



c. **GENDER REQUIREMENTS**

All items provided by the Offeror shall be offered in a complete fit line for both male and female, unless the product is classified as unisex.

Arrangements shall include, at a minimum:

- i. Shirt, Jacket and Coat Buttonholes: Buttonholes for female employee uniforms shall be placed on the opposite side, as compared with the male employee uniforms.
- ii. Shirt, Jackets and Coats for female employees shall be of the same design and materials as those for male employees. Items shall be made to fit, including the addition of a bodice, if necessary.

d. **SIZE REQUIREMENTS**

Offeror shall furnish items finished and ready-to-wear in any size required.

If the employee has been measured by a tailor, the Offeror bears sole responsibility for determining sizes and measurements required as well as the costs of alterations. Shirt and trousers may require some custom fitting. Offeror bears sole responsibility for delivering items of correct size and finish.

If the employee has been measured by a tailor and the items provided do not fit properly, the Offeror shall be responsible for the shipping charges to return the product.

If there are no tailor measurements on file with the Offeror, if the employee orders items that do not fit, and the employee desires to return the product, the employee may be required to cover the shipping for returning the product.

e. **REQUIRED COMPONENTS FOR THE UNIFORM**

See Attachments A through G to this RFP, which appear at the end of this Section for a listing of items needed by grouping of job titles.

Note: there are items that repeat between the attachments.

f. **EXCEPTIONS TO THE REQUIRED COMPONENTS**

Offeror who do not offer any of the item(s) requested but offer a comparable product shall submit a request for approved equal and provide a sample of the product for RMRTD or NCRTD prior to the Deadline for Questions/Approved Equals. The request shall note what item # (as found in Attachments A, B, & C) the request applies to.

g. **ADDITIONAL ITEMS THE REQUIRED COMPONENTS**

Offerors who offer additional items that are not contemplated in Attachments A through G, may be offered with their technical proposal and the related pricing for those items with their Price Proposal. A sample of the product shall be submitted with their proposal.

15. REQUESTED PRODUCT LIST

Product descriptions are included below. This information describes the current products being used by RMRTD uniforms. While RMRTD and NCRTD has no intention of changing the look or quality of the uniform, RMRTD and NCRTD will allow Offerors to propose products made by other manufacturers as long as they meet the characteristics and level of quality of items requested. RMRTD and NCRTD will request samples of products that are made by other manufacturers and RMRTD and NCRTD will determine if the product meets the characteristics and level of quality required.

**Attachment A
RMRTD Transit Operator Uniforms**

Item #	Manufacturer	Style #	Color	Fabric/Item Description	Emblem	Men's/Women's/ Unisex	Sizes
1-TO	Port Authority	PT60BK	Black	Stretch Twill Pants - 65% Polyester / 35% Cotton, durable press, heavy-duty brass ratcheting zipper, button closure, two slack-style front pockets and two set-in hip pockets, left has button closure.	N/A	Men's	XS-5XL
2-TO	Port Authority	PT61B	Black	Stretch Twill Pants - 65% Polyester / 35% Cotton, durable press, heavy-duty brass ratcheting zipper, button closure, two slack-style front pockets and two set-in hip pockets, left has button closure.	N/A	Women's	XS-5XL
3-TO	Dickie	WP925	Black	Flat Front Twill Flex Pant – 68% Cotton / 32% Sorona fabric. Strong, durable and moisture wicking.	N/A	Men's	XS-5XL
4-TO	Dickie	FP342	Black	Stretch Twill Pants – 97% Cotton/3% Spandex, with hook & eye closure provides, two front L-pockets, two back welt pockets, contour waistband w/stretch interior lining.	N/A	Women's	XS-5XL
5-TO	Edwards	EG 2468-10	Black	Flat Front Cargo Shorts 65% polyester / 35% cotton, with two front and back pockets and two cargo pockets with VELCRO brand closure, moisture wicking, soil and wrinkle resistant fabric.	N/A	Men's	XS-5XL
6-TO	Edwards	EG 8468-10	Black	Flat Front Cargo Shorts 65% polyester / 35% cotton, with two front and back pockets and two cargo pockets with VELCRO brand closure, moisture wicking, soil and wrinkle resistant fabric.	N/A	Women's	XS-5XL
7-TO	Dickie	LR337	Black	Twill Cargo short, 100% Cotton, extra room in seat and thigh, fade and wrinkle resistant, two cargo pockets.	N/A	Men's	XS-5XL
8-TO	Dickie	FR327	Black	Relaxed Fit Cargo Shorts – 100% Cotton, extra room in seat and thigh, contour waistband with stretch interlining, two cargo pockets with bar tack corners and back flap pockets with snap closures.	N/A	Women's	XS-5XL
9-TO	Port Authority	S608	Red	Long Sleeve Easy Care Dress Shirt – 55% Cotton/45% Polyester, wrinkle resistant, button down collar, dyed-to-match buttons, left chest pocket box black pleat and adjustable cuffs.	RMRTD arm patch on right side	Men's	XS-5XL
10-TO	Port Authority	S508	Red	Short Sleeve Easy Care Dress Shirt – 55% Cotton/45% Polyester, wrinkle resistant, button	RMRTD arm patch on right side	Men's	XS-5XL

				down collar, dyed-to-match buttons, left chest pocket and box black pleat.			
11-TO	Port Authority	L612	Red	¾ Sleeve Easy Care Dress Shirt – 55% Cotton/45% Polyester, wrinkle resistant, open collar and dyed-to-match buttons.	RMRTD arm patch on right side	Women's	XS-5XL
12-TO	Port Authority	L508	Red	Short Sleeve Easy Care Dress Shirt – 55% Cotton/45% Polyester, wrinkle resistant, open collar and dyed-to-match buttons.	RMRTD arm patch on right side	Women's	XS-5XL
13-TO	Edwards	1500-204	Light Green	Short Sleeve Polo Shirt - 65% Polyester/35% Cotton; side vent, shrink, fade and wrinkle resistant with no pocket Comfortable pique polo with side vent	RMRTD arm patch on right side	Men's	S-5XL & Talls
14-TO	Edwards	5500-204	Light Green	Short Sleeve Polo shirt - 65% Polyester/35% Cotton; side vent, shrink, fade and wrinkle resistant with no pocket Comfortable pique polo with side vent	RMRTD arm patch on right side	Women's	XS-5XL
15-TO	Edwards	1500-001	Light Blue	Short Sleeve Polo shirt - 65% Polyester/35% Cotton; side vent, shrink, fade and wrinkle resistant with no pocket Comfortable pique polo with side vent	RMRTD arm patch on right side	Men's	S-5XL & Talls
16-TO	Edwards	5500-001	Light Blue	Short Sleeve Polo shirt - 65% Polyester/35% Cotton; side vent, shrink, fade and wrinkle resistant with no pocket Comfortable pique polo with side vent	RMRTD arm patch on right side	Women's	XS-5XL
17-TO	Edwards	1500-000	White	Short Sleeve Polo shirt - 65% Polyester/35% Cotton; side vent, shrink, fade and wrinkle resistant with no pocket Comfortable pique polo with side vent	RMRTD arm patch on right side	Men's	S-5XL & Talls
18-TO	Edwards	5500-000	White	Short Sleeve Polo shirt - 65% Polyester/35% Cotton; side vent, shrink, fade and wrinkle resistant with no pocket Comfortable pique polo with side vent	RMRTD arm patch on right side	Women's	XS-5XL
19-TO	Edwards	381-010	Black	Crew Neck Sweater - Zip Cardigan with two pockets. Tuff-Pil Plus® high-tech 100% acrylic fiber with lo-pil performance. Unisex sizes: XS - 5XL	RMRTD arm patch on right side	Unisex	XS-5XL
20-TO	North End	88196	Black/ Gray	3-1 Jacket - Liner Jacket is 100% polyester jersey; Shell is 100% polyester twill, and Shell Lining is 100% polyester taffeta with embossed print inside storm placket with brushed tricot chin guard and collar center front and lower pockets with reverse	RMRTD arm patch on right outer jacket and right inside shell	Unisex	S-5XL

				coil zippers, zip-off hood with back adjustable tab adjustable cuffs with tabs chest pocket with invisible zipper brushed tricot-lined pockets thermal retention shock cord at hood and drop back hem contrast stitching along flat reflective piping audio port access through inside chest pocket flat reflective piping at front, back and sleeves audio port access through inside chest pocket inside placket with brushed tricot-lined collar and pockets.			
21-TO	Port Authority	C865	Black	Flex Fit Hat – Structured, 63 poly-weave/34 cotton twill/3 spandex.	RMRTD round logo	Unisex	S-XL
22-TO	Blauer	160	Black	Winter Beanie – 57%Polyester/28%Worstered Wool/15% low pill acrylic and breathable	RMRTD round long on front	Unisex	One size
23-TO	Boston Leather	MD24BK	Black	Belt - 1 ½-inch plain finish with silver buckle	N/A	Unisex	S-5XL
24-TO	ML Kishigo	1163	Yellow-Lime	Reflective Safety Vest - Comfortable Ultra-Cool 100% polyester mesh material on back with solid front, zipper front closure, 2" wide Vizlite reflective material with 3" breathable contrasting color, left and right mic tabs, two lower outside patch pockets with flaps, right chest 2-tier 4-division pocket, left chest radio pocket with flap, and two lower inside patch pockets.	RMRTD logo centered vertically and horizontally on back of safety vest	Unisex	S-5XL
25-TO	Nebo Tools	5467	Blue	Quarrow MT13 multi-tool with Split ring needle nose pliers, crimper, cutter, scissors, Phillips screwdriver, 2 flat head screwdrivers, 2.5" stainless steel knife blade, 2.5" double sided file.	N/A	N/A	N/A
26-TO	Nebo Tools	6657	Black	LEO battery pocket flashlight with rotating direction light, water and impact-resistant, pocket clip, magnetic base and a kick stand / hanging hook endless options of hands-free lighting.	N/A	N/A	N/A

Attachment B
RMRTD Transit Dispatcher Uniforms

Item #	Manufacturer	Style #	Color	Fabric/Item Description	Emblem	Men's/Women's/ Unisex	Sizes
1-TD	Port Authority	S608	White	Long Sleeve Easy Care Dress Shirt – 55% Cotton/45% Polyester, wrinkle resistant, button down collar, dyed-to-match buttons, left chest pocket box black pleat and adjustable cuffs.	RMRTD arm patch on right side	Men's	XS-5XL
2-TD	Port Authority	S508	White	Short Sleeve Easy Care Dress Shirt – 55% Cotton/45% Polyester, wrinkle resistant, button down collar, dyed-to-match buttons, left chest pocket and box black pleat.	RMRTD arm patch on right side	Men's	XS-5XL
3-TD	Port Authority	L612	White	¾ Sleeve Easy Care Dress Shirt – 55% Cotton/45% Polyester, wrinkle resistant, open collar and dyed-to-match buttons.	RMRTD arm patch on right side	Women's	XS-5XL
4-TD	Port Authority	L508	White	Short Sleeve Easy Care Dress Shirt – 55% Cotton/45% Polyester, wrinkle resistant, open collar and dyed-to-match buttons.	RMRTD arm patch on right side	Women's	XS-5XL
Same as 13-TO	Edwards	1500-204	Light Green	Short Sleeve Polo shirt - 65% Polyester/35% Cotton; side vent, shrink, fade and wrinkle resistant with no pocket Comfortable pique polo with side vent	RMRTD arm patch on right side	Men's	S-5XL & Talls
Same as 14-TO	Edwards	5500-204	Light Green	Short Sleeve Polo shirt - 65% Polyester/35% Cotton; side vent, shrink, fade and wrinkle resistant with no pocket Comfortable pique polo with side vent	RMRTD arm patch on right side	Women's	XS-5XL
Same as 15-TO	Edwards	1500-001	Light Blue	Short Sleeve Polo shirt - 65% Polyester/35% Cotton; side vent, shrink, fade and wrinkle resistant with no pocket Comfortable pique polo with side vent	RMRTD arm patch on right side	Men's	S-5XL & Talls
Same as 16-TO	Edwards	5500-001	Light Blue	Short Sleeve Polo shirt - 65% Polyester/35% Cotton; side vent, shrink, fade and wrinkle resistant with no pocket Comfortable pique polo with side vent	RMRTD arm patch on right side	Women's	XS-5XL
Same as 17-TO	Edwards	1500-000	White	Short Sleeve Polo shirt - 65% Polyester/35% Cotton; side vent, shrink, fade and wrinkle resistant with no pocket Comfortable pique polo with side vent	RMRTD arm patch on right side	Men's	S-5XL & Talls
Same as 18-TO	Edwards	5500-000	White	Short Sleeve Polo shirt - 65% Polyester/35% Cotton; side vent, shrink, fade and wrinkle resistant with no pocket Comfortable pique polo with side vent	RMRTD arm patch on right side	Women's	XS-5XL

Same as 19-TO	Edwards	381-010	Black	Crew Neck Sweater - Zip Cardigan with two pockets. Tuff-Pil Plus® high-tech 100% acrylic fiber with lo-pil performance. Unisex sizes: XS - 5XL	RMRTD arm patch on right side	Unisex	XS-5XL
Same as 21-TO	Port Authority	C865	Black	Flex Fit Hat – Structured, 63 poly-weave/34 cotton twill/3 spandex.	RMRTD round logo	Unisex	S-XL
Same as 24-TO	ML Kishigo	1163	Yellow-Lime	Reflective Safety Vest - Comfortable Ultra-Cool 100% polyester mesh material on back with solid front, zipper front closure, 2" wide Vizlite reflective material with 3" breathable contrasting color, left and right mic tabs, two lower outside patch pockets with flaps, right chest 2-tier 4-division pocket, left chest radio pocket with flap, and two lower inside patch pockets.	RMRTD logo centered vertically and horizontally on back of safety vest	Unisex	S-5XL

**Attachment C
RMRTD Transit Service Worker Uniforms**

Item #	Manufacturer	Style #	Color	Fabric/Item Description	Emblem	Men's/Women's/ Unisex	Sizes
1-TSW	Red Kap	SP24GM	Grey / Black w/ Red / White	Short Sleeve Technician Shirt – Poplin, 65% Polyester/35% Cotton, soil release, moisture wicking, color retention, six buttons with vertical button holes and button at neck, convertible collar with sewn-in stays, two hex-style pockets with angled bar tacks.	RMRTD round logo on right side	Men's	S-5XL
2-TSW	Red Kap	SP14GM	Grey / Black w/ Red / White	Long Sleeve Technician Shirt – Poplin, 65% Polyester/35% Cotton, soil release, moisture wicking, color retention, six buttons with vertical button holes and button at neck, convertible collar with sewn-in stays, two hex-style pockets with angled bar tacks.	RMRTD round logo on right side	Men's	S-5XL
3-TSW	Red Kap	PD60PW	Indigo Blue	Relaxed Fit Jeans – Heavyweight Denim, 100% cotton, metal button, brass ratcheting zipper and traditional five-pocket jean styling.	N/A	Men's	S-5XL
Same as 21-TO	Port Authority	C865	Black	Flex Fit Hat – Structured, 63 poly-weave/34 cotton twill/3 spandex.	RMRTD round logo	Unisex	S-XL
Same as 20-TO	North End	88196	Black/ Gray	3-1 Jacket - Liner Jacket is 100% polyester jersey; Shell is 100% polyester twill, and Shell Lining is 100% polyester taffeta with embossed print inside storm placket with brushed tricot chin guard and collar center front and lower pockets with reverse coil zippers, zip-off hood with back adjustable tab adjustable cuffs with tabs chest pocket with invisible zipper brushed tricot-lined pockets thermal retention shock cord at hood and drop back hem contrast stitching along flat reflective piping audio port access through inside chest pocket flat reflective piping at front, back and sleeves audio port access through inside chest pocket inside placket with brushed tricot-lined collar and pockets.	RMRTD arm patch on right outer jacket and right inside shell	Unisex	S-5XL
Same as 24-TO	ML Kishigo	1163	Yellow- Lime	Reflective Safety Vest - Comfortable Ultra-Cool 100% polyester mesh material on back with solid front, zipper front closure, 2" wide Vizlite reflective material with 3" breathable contrasting color, left and right mic tabs, two lower outside patch pockets with flaps, right chest 2-tier 4-division pocket, left chest radio pocket with flap, and two lower inside patch pockets.	RMRTD logo centered vertically and horizontally on back of safety vest	Unisex	S-5XL

**Attachment D
RMRTD Managers/Rail Administrative Staff**

Item #	Manufacturer	Style #	Color	Fabric/Item Description	Emblem	Men's/Women's/ Unisex	Sizes
Same as 1-TD	Port Authority	S608	White	Long Sleeve Easy Care Dress Shirt – 55% Cotton/45% Polyester, wrinkle resistant, button down collar, dyed-to-match buttons, left chest pocket box black pleat and adjustable cuffs.	RMRTD arm patch on right side	Men's	XS-5XL
Same as 2-TD	Port Authority	S508	White	Short Sleeve Easy Care Dress Shirt – 55% Cotton/45% Polyester, wrinkle resistant, button down collar, dyed-to-match buttons, left chest pocket and box black pleat.	RMRTD arm patch on right side	Men's	XS-5XL
Same as 3-TD	Port Authority	L612	White	¾ Sleeve Easy Care Dress Shirt – 55% Cotton/45% Polyester, wrinkle resistant, open collar and dyed-to-match buttons.	RMRTD arm patch on right side	Women's	XS-5XL
Same as 4-TD	Port Authority	L508	White	Short Sleeve Easy Care Dress Shirt – 55% Cotton/45% Polyester, wrinkle resistant, open collar and dyed-to-match buttons.	RMRTD arm patch on right side	Women's	XS-5XL
Same as 9-TO	Port Authority	S608	Red	Long Sleeve Easy Care Dress Shirt – 55% Cotton/45% Polyester, wrinkle resistant, button down collar, dyed-to-match buttons, left chest pocket box black pleat and adjustable cuffs.	RMRTD arm patch on right side	Men's	XS-5XL
Same as 10-TO	Port Authority	S508	Red	Short Sleeve Easy Care Dress Shirt – 55% Cotton/45% Polyester, wrinkle resistant, button down collar, dyed-to-match buttons, left chest pocket and box black pleat.	RMRTD arm patch on right side	Men's	XS-5XL
Same as 11-TO	Port Authority	L612	Red	¾ Sleeve Easy Care Dress Shirt – 55% Cotton/45% Polyester, wrinkle resistant, open collar and dyed-to-match buttons.	RMRTD arm patch on right side	Women's	XS-5XL
Same as 12-TO	Port Authority	L508	Red	Short Sleeve Easy Care Dress Shirt – 55% Cotton/45% Polyester, wrinkle resistant, open collar and dyed-to-match buttons.	RMRTD arm patch on right side	Women's	XS-5XL
Same as 13-TO	Edwards	1500-204	Light Green	Short Sleeve Polo shirt - 65% Polyester/35% Cotton; side vent, shrink, fade and wrinkle resistant with no pocket Comfortable pique polo with side vent	RMRTD arm patch on right side	Men's	S-5XL & Talls
Same as 14-TO	Edwards	5500-204	Light Green	Short Sleeve Polo shirt - 65% Polyester/35% Cotton; side vent, shrink, fade and wrinkle resistant with no pocket Comfortable pique polo with side vent	RMRTD arm patch on right side	Women's	XS-5XL

Same as 15-TO	Edwards	1500-001	Light Blue	Short Sleeve Polo shirt - 65% Polyester/35% Cotton; side vent, shrink, fade and wrinkle resistant with no pocket Comfortable pique polo with side vent	RMRTD arm patch on right side	Men's	S-5XL & Talls
Same as 16-TO	Edwards	5500-001	Light Blue	Short Sleeve Polo shirt - 65% Polyester/35% Cotton; side vent, shrink, fade and wrinkle resistant with no pocket Comfortable pique polo with side vent	RMRTD arm patch on right side	Women's	XS-5XL
Same as 17-TO	Edwards	1500-000	White	Short Sleeve Polo shirt - 65% Polyester/35% Cotton; side vent, shrink, fade and wrinkle resistant with no pocket Comfortable pique polo with side vent	RMRTD arm patch on right side	Men's	S-5XL & Talls
Same as 18-TO	Edwards	5500-000	White	Short Sleeve Polo shirt - 65% Polyester/35% Cotton; side vent, shrink, fade and wrinkle resistant with no pocket Comfortable pique polo with side vent	RMRTD arm patch on right side	Women's	XS-5XL
Same as 19-TO	Edwards	381-010	Black	Crew Neck Sweater - Zip Cardigan with two pockets. Tuff-Pil Plus® high-tech 100% acrylic fiber with lo-pil performance. Unisex sizes: XS - 5XL	RMRTD arm patch on right side	Unisex	XS-5XL
Same as 21-TO	Port Authority	C865	Black	Flex Fit Hat – Structured, 63 poly-weave/34 cotton twill/3 spandex.	RMRTD round logo	Unisex	S-XL
Same as 24-TO	ML Kishigo	1163	Yellow-Lime	Reflective Safety Vest - Comfortable Ultra-Cool 100% polyester mesh material on back with solid front, zipper front closure, 2" wide Vizlite reflective material with 3" breathable contrasting color, left and right mic tabs, two lower outside patch pockets with flaps, right chest 2-tier 4-division pocket, left chest radio pocket with flap, and two lower inside patch pockets.	RMRTD logo centered vertically and horizontally on back of safety vest	Unisex	S-5XL

**Attachment E
NCRTD Transit Operator Uniforms**

Item #	Manufacturer	Style #	Color	Fabric/Item Description	Emblem	Men's/Women's/ Unisex	Sizes
1-TO	Edwards	1280	Royal	65% Polyester/35% Cotton; 4.0/4.25 oz. wt. Long sleeve with button-down collar Wood tone buttons and left chest pocket Fabric wicks moisture Soil release and wrinkle resistant Industrial launder or machine washable	NCRTD Logo left side upper chest.	Men's	S-6XL Including Tall Sizes
2-TO	Edwards	1230	Royal	65% Polyester/35% Cotton; 4.0/4.25 oz. wt. Short sleeve with button down collar Wood tone buttons and left chest pocket Fabric wicks moisture Soil release and wrinkle resistant Industrial launder or machine washable	NCRTD Logo left side upper chest.	Men's	S-6XL Including Tall Sizes
3-TO	Edwards	5230	Royal	Short sleeve with button down collar Wood tone buttons and left chest pocket Fabric wicks moisture Soil release and wrinkle resistant Industrial launder or machine washable	NCRTD Logo left side upper chest.	Women's	XXS-3XL
4-TO	Edwards	5280	Royal	Long sleeve with button down collar Wood tone buttons and left chest pocket Fabric wicks moisture Soil release and wrinkle resistant Industrial launder or machine washable	NCRTD Logo left side upper chest.	Women's	XXS-3XL
5-TO	Red Kap	PT20	Charcoal	Blend: 65% Polyester / 35% Cotton Care: Industrial Wash, Light Soil, or Home Wash Closure: Heavy-duty brass ratcheting zipper button closure Fabric: 7.5 oz. Twill Finish: Durable press Pocket: Two slack-style front pockets two set-in hip pockets left has button closure darts over hip pockets for better fit. Silhouette: Men's Style - traditional easy fit	N/A	Men's	W28-60 Inseam 27-38

				Waistband: Inner lined for body and shape folder-set band with outlet			
6-TO	Red Kap	PT60	Charcoal	Blend: 65% Polyester / 35% Cotton Care: Industrial Wash, Light Soil, or Home Wash Closure: Heavy-duty brass ratcheting zipper button closure Fabric: 7.5 oz. Twill Finish: Durable press Pocket: Two slack-style front pockets two set-in hip pockets left has button closure darts over hip pockets for better fit. Silhouette: Men's Style - traditional easy fit Waistband: Inner lined for body and shape folder-set band with outlet	N/A	Men's	W28-58 Inseam 27-35
7-TO	Red Kap	PT61	Charcoal	Blend: 65% Polyester / 35% Cotton Care: Industrial Wash, Light Soil, or Home Wash Closure: Heavy-duty brass ratcheting zipper button closure Fabric: 7.5 oz. Twill Finish: Durable press Pocket: Two slack-style front pockets and two set-in hip pockets Silhouette: Slight taper Waistband: Self-fabric waistband side elastic waist inserts	N/A	Women's	W4-28 Inseam 28-33
8-TO	Red Kap	PT21	Charcoal	Blend: 65% Polyester / 35% Cotton Care: Industrial Wash, Light Soil, or Home Wash Closure: Heavy-duty brass ratcheting zipper button closure Fabric: 7.5 oz. Twill Finish: Durable press Pocket: Two slack-style front pockets and two set-in hip pockets Silhouette: Slight taper Waistband: Self-fabric waistband side elastic waist inserts	N/A	Women's	W2-24 Inseam 27-33
9-TO	Red Kap	PT26	Charcoal	Blend: 65% Polyester / 35% Combed Cotton Care: Industrial Wash, Light Soil, or Home Wash Closure: Heavy-duty brass ratcheting zipper button closures	N/A	Men's	W28-50

				<p>Fabric: 8 oz. Twill Finish: Durable press Pocket: Two slack-style front pockets two set-in hip pockets left has button closure darts over hip pockets for better fit Silhouette: 10" Inseam Waistband: Inner lined for body and shape folder-set band with outlet</p>			
10-TO	Red Kap	PT42	Charcoal	<p>Blend: 65% Polyester / 35% Combed Cotton Care: Industrial Wash, Light Soil, or Home Wash Closure: Heavy-duty brass ratcheting zipper button closures Fabric: 8 oz. Twill Finish: Durable press Pocket: Two slack-style front pockets two set-in hip pockets left has button closure darts over hip pockets for better fit Silhouette: 10" Inseam Waistband: Inner lined for body and shape folder-set band with outlet</p>	N/A	Men's	W30-46
11-TO	Red Kap	PT27	Charcoal	<p>Blend: 65% Polyester / 35% Cotton Care: Industrial Wash, Light Soil, or Home Wash Closure: Heavy-duty brass ratcheting zipper button closures Fabric: 8 oz. Twill Finish: Durable press Pocket: Two slack-style front pockets two set-in hip pockets left has button closure darts over hip pockets for better fit Silhouette: 8" Inseam Waistband: Continuous one-piece folder-set</p>	N/A	Women's	W4-22
12-TO	Port Authority	J792	Regatta Blue	<p>100% Ripstop nylon shell with Taslan nylon accents. 2-ounce Polyfill insulations in body, 3-ounce Polyfill in sleeves. Polyester sleeve lining for easy on/off Four zippered pockets Drop tail hem with locking drawcords for adjustability Port Pocket for easy embroidery access.</p>	NCRTD Logo left side upper chest.	Men's	XS-4XL Including Tall Sizes

13-TO	Port Authority	L792	Regatta Blue	100% Ripstop nylon shell with Taslan nylon accents. 2-ounce Polyfill insulations in body, 3-ounce Polyfill in sleeves. Polyester sleeve lining for easy on/off Four zippered pockets Drop tail hem with locking draw cords for adjustability Port Pocket for easy embroidery access.	NCRTD Logo left side upper chest.	Women's	XS-4XL
14-TO	Port Authority	F219	True Royal	Tricote lined armholes Open hem with draw cord and toggles for adjustability	NCRTD Logo left side upper chest.	Men's	XS-6XL
15-TO	Port Authority	L219	True Royal	Tricote lined armholes Open hem with draw cord and toggles for adjustability	NCRTD Logo left side upper chest.	Women's	XS-4XL
16-TO	Port Authority	CP82	Royal	Brush Twill Cap	NCRTD Logo Centered	N/A	
17-TO	Port Authority	C911	Radiant Royal	Brush Twill Cap	NCRTD Logo Centered	N/A	
18-TO	Port Authority	CP91	Athletic Royal	Beanie Cap	NCRTD Logo Centered	N/A	

**Attachment F
NCRTD Transit Dispatcher Uniforms**

Item #	Manufacturer	Style #	Color	Fabric/Item Description	Emblem	Men's/Women's/ Unisex	Sizes
1-TD	Edwards	1280	White	65% Polyester/35% Cotton; 4.0/4.25 oz. wt. Long sleeve with button-down collar Wood tone buttons and left chest pocket Fabric wicks moisture Soil release and wrinkle resistant Industrial launder or machine washable	NCRTD Logo left side upper chest.	Men's	S-6XL Including Tall Sizes
2-TD	Edwards	1230	White	65% Polyester/35% Cotton; 4.0/4.25 oz. wt. Short sleeve with button down collar Wood tone buttons and left chest pocket Fabric wicks moisture Soil release and wrinkle resistant Industrial launder or machine washable	NCRTD Logo left side upper chest.	Men's	S-6XL Including Tall Sizes
3-TD	Edwards	5230	White	Short sleeve with button down collar Wood tone buttons and left chest pocket Fabric wicks moisture Soil release and wrinkle resistant Industrial launder or machine washable	NCRTD Logo left side upper chest.	Women's	XXS-3XL
4-TD	Edwards	5280	White	Long sleeve with button down collar Wood tone buttons and left chest pocket Fabric wicks moisture Soil release and wrinkle resistant Industrial launder or machine washable	NCRTD Logo left side upper chest.	Women's	XXS-3XL
5-TD	Edwards	5037	White	65% Poly/35% Cotton; 4.0/4.25 oz. wt. 3/4 sleeve with soft collar Shaped blouse with two back darts Matching buttons and no pocket Fabric wicks moisture Soil release and wrinkle resistant Industrial launder or machine washable	NCRTD Logo left side upper chest.	Women's	XXS-3XL
6-TD	Red Kap	PT20	Charcoal	Blend: 65% Polyester / 35% Cotton Care: Industrial Wash, Light Soil, or Home Wash	N/A	Men's	W28-60

				<p>Closure: Heavy-duty brass ratcheting zipper button closure</p> <p>Fabric: 7.5 oz. Twill</p> <p>Finish: Durable press</p> <p>Pocket: Two slack-style front pockets two set-in hip pockets left has button closure darts over hip pockets for better fit.</p> <p>Silhouette: Men's Style - traditional easy fit</p> <p>Waistband: Inner lined for body and shape folder-set band with outlet</p>			Inseam 27-38
7-TD	Red Kap	PT60	Charcoal	<p>Blend: 65% Polyester / 35% Cotton</p> <p>Care: Industrial Wash, Light Soil, or Home Wash</p> <p>Closure: Heavy-duty brass ratcheting zipper button closure</p> <p>Fabric: 7.5 oz. Twill</p> <p>Finish: Durable press</p> <p>Pocket: Two slack-style front pockets two set-in hip pockets left has button closure darts over hip pockets for better fit.</p> <p>Silhouette: Men's Style - traditional easy fit</p> <p>Waistband: Inner lined for body and shape folder-set band with outlet</p>	N/A	Men's	W28-58 Inseam 27-35
8-TD	Red Kap	PT61	Charcoal	<p>Blend: 65% Polyester / 35% Cotton</p> <p>Care: Industrial Wash, Light Soil, or Home Wash</p> <p>Closure: Heavy-duty brass ratcheting zipper button closure</p> <p>Fabric: 7.5 oz. Twill</p> <p>Finish: Durable press</p> <p>Pocket: Two slack-style front pockets and two set-in hip pockets</p> <p>Silhouette: Slight taper</p> <p>Waistband: Self-fabric waistband side elastic waist inserts</p>	N/A	Women's	W4-28 Inseam 28-33
9-TD	Red Kap	PT21	Charcoal	<p>Blend: 65% Polyester / 35% Cotton</p> <p>Care: Industrial Wash, Light Soil, or Home Wash</p> <p>Closure: Heavy-duty brass ratcheting zipper button closure</p> <p>Fabric: 7.5 oz. Twill</p> <p>Finish: Durable press</p> <p>Pocket: Two slack-style front pockets and two set-in hip pockets</p>	N/A	Women's	W2-24 Inseam 27-33

				Silhouette: Slight taper Waistband: Self-fabric waistband side elastic waist inserts			
10-TD	Red Kap	PT26	Charcoal	Blend: 65% Polyester / 35% Combed Cotton Care: Industrial Wash, Light Soil, or Home Wash Closure: Heavy-duty brass ratcheting zipper button closures Fabric: 8 oz. Twill Finish: Durable press Pocket: Two slack-style front pockets two set-in hip pockets left has button closure darts over hip pockets for better fit Silhouette: 10" Inseam Waistband: Inner lined for body and shape folder-set band with outlet	N/A	Men's	W28-50
11-TD	Red Kap	PT42	Charcoal	Blend: 65% Polyester / 35% Combed Cotton Care: Industrial Wash, Light Soil, or Home Wash Closure: Heavy-duty brass ratcheting zipper button closures Fabric: 8 oz. Twill Finish: Durable press Pocket: Two slack-style front pockets two set-in hip pockets left has button closure darts over hip pockets for better fit Silhouette: 10" Inseam Waistband: Inner lined for body and shape folder-set band with outlet	N/A	Men's	W30-46
12-TD	Red Kap	PT27	Charcoal	Blend: 65% Polyester / 35% Cotton Care: Industrial Wash, Light Soil, or Home Wash Closure: Heavy-duty brass ratcheting zipper button closures Fabric: 8 oz. Twill Finish: Durable press Pocket: Two slack-style front pockets two set-in hip pockets left has button closure darts over hip pockets for better fit Silhouette: 8" Inseam Waistband: Continuous one-piece folder-set	N/A	Women's	W4-22
13-TD	Port Authority	J792	Regatta Blue	100% Ripstop nylon shell with Taslan nylon accents. 2-ounce Polyfill insulations in body, 3-ounce Polyfill in sleeves.	NCRTD Logo left side upper chest.	Men's	XS-4XL

				<p>Polyester sleeve lining for easy on/off</p> <p>Four zippered pockets</p> <p>Drop tail hem with locking draw cords for adjustability</p> <p>Port Pocket for easy embroidery access.</p>			Including Tall Sizes
14-TD	Port Authority	L792	Regatta Blue	<p>100% Ripstop nylon shell with Taslan nylon accents.</p> <p>2-ounce Polyfill insulations in body, 3-ounce Polyfill in sleeves.</p> <p>Polyester sleeve lining for easy on/off</p> <p>Four zippered pockets</p> <p>Drop tail hem with locking draw cords for adjustability</p> <p>Port Pocket for easy embroidery access.</p>	NCRTD Logo left side upper chest.	Women's	XS-4XL
15-TD	Port Authority	F219	True Royal	<p>Tricote lined armholes</p> <p>Open hem with draw cord and toggles for adjustability</p>	NCRTD Logo left side upper chest.	Men's	XS-6XL
16-TD	Port Authority	L219	True Royal	<p>Tricote lined armholes</p> <p>Open hem with draw cord and toggles for adjustability</p>	NCRTD Logo left side upper chest.	Women's	XS-4XL
17-TD	Port Authority	CP82	Black & Royal	Brush Twill Cap	NCRTD Logo Centered	N/A	
18-TD	Port Authority	C911	Black & Radiant Royal	Brush Twill Cap	NCRTD Logo Centered	N/A	
19-TD	Port Authority	CP91	Athletic Royal	Beanie Cap	NCRTD Logo Centered	N/A	

**Attachment G
NCRTD Transit Supervisor/Lead Operators Uniforms**

Item #	Manufacturer	Style #	Color	Fabric/Item Description	Emblem	Men's/Women's/ Unisex	Sizes
1-TS	Edwards	1280	Black & Red	65% Polyester/35% Cotton; 4.0/4.25 oz. wt. Long sleeve with button-down collar Wood tone buttons and left chest pocket Fabric wicks moisture Soil release and wrinkle resistant Industrial launder or machine washable	NCRTD Logo left side upper chest.	Men's	S-6XL Including Tall Sizes
2-TS	Edwards	1230	Black & Red	65% Polyester/35% Cotton; 4.0/4.25 oz. wt. Short sleeve with button down collar Wood tone buttons and left chest pocket Fabric wicks moisture Soil release and wrinkle resistant Industrial launder or machine washable	NCRTD Logo left side upper chest.	Men's	S-6XL Including Tall Sizes
3-TS	Edwards	5230	Black & Red	Short sleeve with button down collar Wood tone buttons and left chest pocket Fabric wicks moisture Soil release and wrinkle resistant Industrial launder or machine washable	NCRTD Logo left side upper chest.	Women's	XXS-3XL
4-TS	Edwards	5280	Black & Red	Long sleeve with button down collar Wood tone buttons and left chest pocket Fabric wicks moisture Soil release and wrinkle resistant industrial launder or machine washable	NCRTD Logo left side upper chest.	Women's	XXS-3XL
5-TS	Edwards	5037	Black & Red	65% Poly/35% Cotton; 4.0/4.25 oz. wt. 3/4 sleeve with soft collar Shaped blouse with two back darts Matching buttons and no pocket Fabric wicks moisture Soil release and wrinkle resistant Industrial launder or machine washable	NCRTD Logo left side upper chest.	Women's	XXS-3XL
6-TS	Red Kap	PT20	Charcoal	Blend: 65% Polyester / 35% Cotton Care: Industrial Wash, Light Soil, or Home Wash	N/A	Men's	W28-60

				<p>Closure: Heavy-duty brass ratcheting zipper button closure</p> <p>Fabric: 7.5 oz. Twill</p> <p>Finish: Durable press</p> <p>Pocket: Two slack-style front pockets two set-in hip pockets left has button closure darts over hip pockets for better fit.</p> <p>Silhouette: Men's Style - traditional easy fit</p> <p>Waistband: Inner lined for body and shape folder-set band with outlet</p>			Inseam 27-38
7-TS	Red Kap	PT60	Charcoal	<p>Blend: 65% Polyester / 35% Cotton</p> <p>Care: Industrial Wash, Light Soil, or Home Wash</p> <p>Closure: Heavy-duty brass ratcheting zipper button closure</p> <p>Fabric: 7.5 oz. Twill</p> <p>Finish: Durable press</p> <p>Pocket: Two slack-style front pockets two set-in hip pockets left has button closure darts over hip pockets for better fit.</p> <p>Silhouette: Men's Style - traditional easy fit</p> <p>Waistband: Inner lined for body and shape folder-set band with outlet</p>	N/A	Men's	W28-58 Inseam 27-35
8-TS	Red Kap	PT61	Charcoal	<p>Blend: 65% Polyester / 35% Cotton</p> <p>Care: Industrial Wash, Light Soil, or Home Wash</p> <p>Closure: Heavy-duty brass ratcheting zipper button closure</p> <p>Fabric: 7.5 oz. Twill</p> <p>Finish: Durable press</p> <p>Pocket: Two slack-style front pockets and two set-in hip pockets</p> <p>Silhouette: Slight taper</p> <p>Waistband: Self-fabric waistband side elastic waist inserts</p>	N/A	Women's	W4-28 Inseam 28-33
9-TS	Red Kap	PT21	Charcoal	<p>Blend: 65% Polyester / 35% Cotton</p> <p>Care: Industrial Wash, Light Soil, or Home Wash</p> <p>Closure: Heavy-duty brass ratcheting zipper button closure</p>	N/A	Women's	W2-24 Inseam 27-33

				<p>Fabric: 7.5 oz. Twill Finish: Durable press Pocket: Two slack-style front pockets and two set-in hip pockets Silhouette: Slight taper Waistband: Self-fabric waistband side elastic waist inserts</p>			
10-TS	Red Kap	PT26	Charcoal	<p>Blend: 65% Polyester / 35% Combed Cotton Care: Industrial Wash, Light Soil, or Home Wash Closure: Heavy-duty brass ratcheting zipper button closures Fabric: 8 oz. Twill Finish: Durable press Pocket: Two slack-style front pockets two set-in hip pockets left has button closure darts over hip pockets for better fit Silhouette: 10" Inseam Waistband: Inner lined for body and shape folder-set band with outlet</p>	N/A	Men's	W28-50
11-TS	Red Kap	PT42	Charcoal	<p>Blend: 65% Polyester / 35% Combed Cotton Care: Industrial Wash, Light Soil, or Home Wash Closure: Heavy-duty brass ratcheting zipper button closures Fabric: 8 oz. Twill Finish: Durable press Pocket: Two slack-style front pockets two set-in hip pockets left has button closure darts over hip pockets for better fit Silhouette: 10" Inseam Waistband: Inner lined for body and shape folder-set band with outlet</p>	N/A	Men's	W30-46
12-TS	Red Kap	PT27	Charcoal	<p>Blend: 65% Polyester / 35% Cotton Care: Industrial Wash, Light Soil, or Home Wash Closure: Heavy-duty brass ratcheting zipper button closures Fabric: 8 oz. Twill Finish: Durable press</p>	N/A	Women's	W4-22

				<p>Pocket: Two slack-style front pockets two set-in hip pockets left has button closure darts over hip pockets for better fit</p> <p>Silhouette: 8" Inseam</p> <p>Waistband: Continuous one-piece folder-set</p>			
13-TS	Port Authority	J792	Regatta Blue	<p>100% Ripstop nylon shell with Taslan nylon accents. 2-ounce Polyfill insulations in body, 3-ounce Polyfill in sleeves.</p> <p>Polyester sleeve lining for easy on/off</p> <p>Four zippered pockets</p> <p>Drop tail hem with locking draw cords for adjustability</p> <p>Port Pocket for easy embroidery access.</p>	NCRTD Logo left side upper chest.	Men's	XS-4XL Including Tall Sizes
14-TS	Port Authority	L792	Regatta Blue	<p>100% Ripstop nylon shell with Taslan nylon accents. 2-ounce Polyfill insulations in body, 3-ounce Polyfill in sleeves.</p> <p>Polyester sleeve lining for easy on/off</p> <p>Four zippered pockets</p> <p>Drop tail hem with locking draw cords for adjustability</p> <p>Port Pocket for easy embroidery access.</p>	NCRTD Logo left side upper chest.	Women's	XS-4XL
15-TS	Port Authority	F219	True Royal	<p>Tricote lined armholes</p> <p>Open hem with draw cord and toggles for adjustability</p>	NCRTD Logo left side upper chest.	Men's	XS-6XL
16-TS	Port Authority	L219	True Royal	<p>Tricote lined armholes</p> <p>Open hem with draw cord and toggles for adjustability</p>	NCRTD Logo left side upper chest.	Women's	XS-4XL
17-TS	Port Authority	CP82	Black & Royal	Brush Twill Cap	NCRTD Logo Centered	N/A	
18-TS	Port Authority	C911	Black & Radiant Royal	Brush Twill Cap	NCRTD Logo Centered	N/A	
19-TS	Port Authority	CP91	Athletic Royal	Beanie Cap	NCRTD Logo Centered	N/A	

**EXHIBIT B
PRICING SHEET**

RMRTD Year 1 Pricing:

Item	Description	Lead Time	Unit Cost per Item
1-TO	Men's Stretch Twill Pants		\$
2-TO	Women's Stretch Twill Pants		\$
3-TO	Men's Flat Front Twill Flex Pant-Cotton		\$
4-TO	Women's Stretch Twill Pants-Cotton		\$
5-TO	Men's Flat Front Cargo Shorts		\$
6-TO	Women's Flat Front Cargo Shorts		\$
7-TO	Men's Twill Cargo Short-Cotton		\$
8-TO	Women's Relaxed Fit Cargo Shorts-Cotton		\$
9-TO	Men's Long Sleeve Dress Shirt		\$
10-TO	Men's Short Sleeve Dress Shirt		\$
11-TO	Women's 3/4 Sleeve Dress Shirt		\$
12-TO	Women's Short Sleeve Dress Shirt		\$
13-TO	Men's Short Sleeve Polo-Shirt-Light Green		\$
14-TO	Women's Short Sleeve Polo Shirt-Light Green		\$
15-TO	Men's Short Sleeve Polo Shirt-Light Blue		\$
16-TO	Women's Short Sleeve Polo Shirt-Light Blue		\$
17-TO	Men's Short Sleeve Polo Shirt-White		\$
18-TO	Women's Short Sleeve Polo Shirt-White		\$
19-TO	Crew Neck Seater -Zip Cardigan		\$
20-TO	3-1 Jacket		\$
21-TO	Flex Fit Hat		\$
22-TO	Winter Beanie		\$
23-TO	Belt – 1 1/2-inch		\$
24-TO	Reflective Safety Vest		\$
25-TO	Multi-Tool		\$
26-TO	Battery Pocket Flashlight		\$
1-TD	Men's Long Sleeve Dress Shirt-White		\$
2-TD	Men's Short Sleeve Dress Shirt-White		\$
3-TD	Women's 3/4 Sleeve Dress Shirt-White		\$
4-TD	Women's Short Sleeve Dress Shirt-White		\$
1-TSW	Short Sleeve Technician Shirt		\$
2-TSW	Long Sleeve Technician Shirt		\$
3-TSW	Men's Relaxed Fit Denim Jeans		\$

RMRTD Year 2 Pricing:

Item	Description	Lead Time	Unit Cost per Item
1-TO	Men's Stretch Twill Pants		\$
2-TO	Women's Stretch Twill Pants		\$
3-TO	Men's Flat Front Twill Flex Pant-Cotton		\$
4-TO	Women's Stretch Twill Pants-Cotton		\$
5-TO	Men's Flat Front Cargo Shorts		\$
6-TO	Women's Flat Front Cargo Shorts		\$
7-TO	Men's Twill Cargo Short-Cotton		\$
8-TO	Women's Relaxed Fit Cargo Shorts-Cotton		\$
9-TO	Men's Long Sleeve Dress Shirt		\$
10-TO	Men's Short Sleeve Dress Shirt		\$
11-TO	Women's 3/4 Sleeve Dress Shirt		\$
12-TO	Women's Short Sleeve Dress Shirt		\$
13-TO	Men's Short Sleeve Polo-Shirt-Light Green		\$
14-TO	Women's Short Sleeve Polo Shirt-Light Green		\$
15-TO	Men's Short Sleeve Polo Shirt-Light Blue		\$
16-TO	Women's Short Sleeve Polo Shirt-Light Blue		\$
17-TO	Men's Short Sleeve Polo Shirt-White		\$
18-TO	Women's Short Sleeve Polo Shirt-White		\$
19-TO	Crew Neck Seater -Zip Cardigan		\$
20-TO	3-1 Jacket		\$
21-TO	Flex Fit Hat		\$
22-TO	Winter Beanie		\$
23-TO	Belt – 1 1/2-inch		\$
24-TO	Reflective Safety Vest		\$
25-TO	Multi-Tool		\$
26-TO	Battery Pocket Flashlight		\$
1-TD	Men's Long Sleeve Dress Shirt-White		\$
2-TD	Men's Short Sleeve Dress Shirt-White		\$
3-TD	Women's 3/4 Sleeve Dress Shirt-White		\$
4-TD	Women's Short Sleeve Dress Shirt-White		\$
1-TSW	Short Sleeve Technician Shirt		\$
2-TSW	Long Sleeve Technician Shirt		\$
3-TSW	Men's Relaxed Fit Denim Jeans		\$

RMRTD Year 3 Pricing:

Item	Description	Lead Time	Unit Cost per Item
1-TO	Men's Stretch Twill Pants		\$
2-TO	Women's Stretch Twill Pants		\$
3-TO	Men's Flat Front Twill Flex Pant-Cotton		\$
4-TO	Women's Stretch Twill Pants-Cotton		\$
5-TO	Men's Flat Front Cargo Shorts		\$
6-TO	Women's Flat Front Cargo Shorts		\$
7-TO	Men's Twill Cargo Short-Cotton		\$
8-TO	Women's Relaxed Fit Cargo Shorts-Cotton		\$
9-TO	Men's Long Sleeve Dress Shirt		\$
10-TO	Men's Short Sleeve Dress Shirt		\$
11-TO	Women's 3/4 Sleeve Dress Shirt		\$
12-TO	Women's Short Sleeve Dress Shirt		\$
13-TO	Men's Short Sleeve Polo-Shirt-Light Green		\$
14-TO	Women's Short Sleeve Polo Shirt-Light Green		\$
15-TO	Men's Short Sleeve Polo Shirt-Light Blue		\$
16-TO	Women's Short Sleeve Polo Shirt-Light Blue		\$
17-TO	Men's Short Sleeve Polo Shirt-White		\$
18-TO	Women's Short Sleeve Polo Shirt-White		\$
19-TO	Crew Neck Seater -Zip Cardigan		\$
20-TO	3-1 Jacket		\$
21-TO	Flex Fit Hat		\$
22-TO	Winter Beanie		\$
23-TO	Belt – 1 1/2-inch		\$
24-TO	Reflective Safety Vest		\$
25-TO	Multi-Tool		\$
26-TO	Battery Pocket Flashlight		\$
1-TD	Men's Long Sleeve Dress Shirt-White		\$
2-TD	Men's Short Sleeve Dress Shirt-White		\$
3-TD	Women's 3/4 Sleeve Dress Shirt-White		\$
4-TD	Women's Short Sleeve Dress Shirt-White		\$
1-TSW	Short Sleeve Technician Shirt		\$
2-TSW	Long Sleeve Technician Shirt		\$
3-TSW	Men's Relaxed Fit Denim Jeans		\$

RMRTD Option Year 1 Pricing:

Item	Description	Lead Time	Unit Cost per Item
1-TO	Men's Stretch Twill Pants		\$
2-TO	Women's Stretch Twill Pants		\$
3-TO	Men's Flat Front Twill Flex Pant-Cotton		\$
4-TO	Women's Stretch Twill Pants-Cotton		\$
5-TO	Men's Flat Front Cargo Shorts		\$
6-TO	Women's Flat Front Cargo Shorts		\$
7-TO	Men's Twill Cargo Short-Cotton		\$
8-TO	Women's Relaxed Fit Cargo Shorts-Cotton		\$
9-TO	Men's Long Sleeve Dress Shirt		\$
10-TO	Men's Short Sleeve Dress Shirt		\$
11-TO	Women's 3/4 Sleeve Dress Shirt		\$
12-TO	Women's Short Sleeve Dress Shirt		\$
13-TO	Men's Short Sleeve Polo-Shirt-Light Green		\$
14-TO	Women's Short Sleeve Polo Shirt-Light Green		\$
15-TO	Men's Short Sleeve Polo Shirt-Light Blue		\$
16-TO	Women's Short Sleeve Polo Shirt-Light Blue		\$
17-TO	Men's Short Sleeve Polo Shirt-White		\$
18-TO	Women's Short Sleeve Polo Shirt-White		\$
19-TO	Crew Neck Seater -Zip Cardigan		\$
20-TO	3-1 Jacket		\$
21-TO	Flex Fit Hat		\$
22-TO	Winter Beanie		\$
23-TO	Belt – 1 1/2-inch		\$
24-TO	Reflective Safety Vest		\$
25-TO	Multi-Tool		\$
26-TO	Battery Pocket Flashlight		\$
1-TD	Men's Long Sleeve Dress Shirt-White		\$
2-TD	Men's Short Sleeve Dress Shirt-White		\$
3-TD	Women's 3/4 Sleeve Dress Shirt-White		\$
4-TD	Women's Short Sleeve Dress Shirt-White		\$
1-TSW	Short Sleeve Technician Shirt		\$
2-TSW	Long Sleeve Technician Shirt		\$
3-TSW	Men's Relaxed Fit Denim Jeans		\$

NCRTD Year 1 Pricing:

Item	Description	Lead Time	Unit Cost per Item
1-TO	Men's Long sleeve button down shirt		\$
2-TO	Men's Short sleeve button down shirt		\$
3-TO	Women's Short sleeve button down shirt		\$
4-TO	Women's Long sleeve button down shirt		\$
5-TO	Men's Twill pants		\$
6-TO	Men's Twill w/elastic insert pants		\$
7-TO	Women's Twill w/elastic insert pants		\$
8-TO	Women's Twill pants		\$
9-TO	Men's Twill shorts		\$
10-TO	Women's Twill shorts		\$
11-TO	Men's Twill w/elastic shorts		\$
12-TO	Men's Nylon Jacket		\$
13-TO	Women's Nylon Jacket		\$
14-TO	Men's Fleece Vest		\$
15-TO	Women's Fleet Vest		\$
16-TO	Brush Twill Cap		\$
17-TO	Brush Twill Cap		\$
18-TO	Beanie Cap		\$
1-TD	Men's Long Sleeve button down shirt		\$
2-TD	Men's Short sleeve button down shirt		\$
3-TD	Women's Short sleeve button down shirt		\$
4-TD	Women's Long sleeve button down shirt		\$
5-TD	Women's ¾ sleeve button down shirt		\$
6-TD	Men's Twill pants		\$
7-TD	Men's Twill w/elastic insert pants		\$
8-TD	Women's Twill w/elastic insert pants		\$
9-TD	Women's Twill pants		\$
10-TD	Men's Twill shorts		\$
11-TD	Women's Twill shorts		\$
12-TD	Men's Twill w/elastic shorts		\$
13-TD	Men's Nylon Jacket		\$
14-TD	Women's Nylon Jacket		\$
15-TD	Men's Fleece Vest		\$
16-TD	Women's Fleet Vest		\$
17-TD	Brush Twill Cap		\$
18-TD	Brush Twill Cap		\$
19-TD	Beanie Cap		\$
1-TS	Men's Long Sleeve button down shirt		\$
2-TS	Men's Short sleeve button down shirt		\$
3-TS	Women's Short sleeve button down shirt		\$
4-TS	Women's Long sleeve button down shirt		\$

5-TS	Women's ¾ sleeve button down shirt		\$
6-TS	Men's Twill pants		\$
7-TS	Men's Twill w/elastic insert pants		\$
8-TS	Women's Twill w/elastic insert pants		\$
9-TS	Women's Twill pants		\$
10-TS	Men's Twill shorts		\$
11-TS	Women's Twill shorts		\$
12-TS	Men's Twill w/elastic shorts		\$
13-TS	Men's Nylon Jacket		\$
14-TS	Women's Nylon Jacket		\$
15-TS	Men's Fleece Vest		\$
16-TS	Women's Fleet Vest		\$
17-TS	Brush Twill Cap		\$
18-TS	Brush Twill Cap		\$
19-TS	Beanie Cap		\$

NCRTD Year 2 Pricing:

Item	Description	Lead Time	Unit Cost per Item
1-TO	Men's Long sleeve button down shirt		\$
2-TO	Men's Short sleeve button down shirt		\$
3-TO	Women's Short sleeve button down shirt		\$
4-TO	Women's Long sleeve button down shirt		\$
5-TO	Men's Twill pants		\$
6-TO	Men's Twill w/elastic insert pants		\$
7-TO	Women's Twill w/elastic insert pants		\$
8-TO	Women's Twill pants		\$
9-TO	Men's Twill shorts		\$
10-TO	Women's Twill shorts		\$
11-TO	Men's Twill w/elastic shorts		\$
12-TO	Men's Nylon Jacket		\$
13-TO	Women's Nylon Jacket		\$
14-TO	Men's Fleece Vest		\$
15-TO	Women's Fleet Vest		\$
16-TO	Brush Twill Cap		\$
17-TO	Brush Twill Cap		\$
18-TO	Beanie Cap		\$
1-TD	Men's Long Sleeve button down shirt		\$
2-TD	Men's Short sleeve button down shirt		\$
3-TD	Women's Short sleeve button down shirt		\$
4-TD	Women's Long sleeve button down shirt		\$
5-TD	Women's ¾ sleeve button down shirt		\$
6-TD	Men's Twill pants		\$
7-TD	Men's Twill w/elastic insert pants		\$
8-TD	Women's Twill w/elastic insert pants		\$
9-TD	Women's Twill pants		\$
10-TD	Men's Twill shorts		\$
11-TD	Women's Twill shorts		\$
12-TD	Men's Twill w/elastic shorts		\$
13-TD	Men's Nylon Jacket		\$
14-TD	Women's Nylon Jacket		\$
15-TD	Men's Fleece Vest		\$
16-TD	Women's Fleet Vest		\$
17-TD	Brush Twill Cap		\$
18-TD	Brush Twill Cap		\$
19-TD	Beanie Cap		\$
1-TS	Men's Long Sleeve button down shirt		\$
2-TS	Men's Short sleeve button down shirt		\$
3-TS	Women's Short sleeve button down shirt		\$
4-TS	Women's Long sleeve button down shirt		\$
5-TS	Women's ¾ sleeve button down shirt		\$

6-TS	Men's Twill pants		\$
7-TS	Men's Twill w/elastic insert pants		\$
8-TS	Women's Twill w/elastic insert pants		\$
9-TS	Women's Twill pants		\$
10-TS	Men's Twill shorts		\$
11-TS	Women's Twill shorts		\$
12-TS	Men's Twill w/elastic shorts		\$
13-TS	Men's Nylon Jacket		\$
14-TS	Women's Nylon Jacket		\$
15-TS	Men's Fleece Vest		\$
16-TS	Women's Fleet Vest		\$
17-TS	Brush Twill Cap		\$
18-TS	Brush Twill Cap		\$
19-TS	Beanie Cap		\$

NCRTD Year 3 Pricing:

Item	Description	Lead Time	Unit Cost per Item
1-TO	Men's Long sleeve button down shirt		\$
2-TO	Men's Short sleeve button down shirt		\$
3-TO	Women's Short sleeve button down shirt		\$
4-TO	Women's Long sleeve button down shirt		\$
5-TO	Men's Twill pants		\$
6-TO	Men's Twill w/elastic insert pants		\$
7-TO	Women's Twill w/elastic insert pants		\$
8-TO	Women's Twill pants		\$
9-TO	Men's Twill shorts		\$
10-TO	Women's Twill shorts		\$
11-TO	Men's Twill w/elastic shorts		\$
12-TO	Men's Nylon Jacket		\$
13-TO	Women's Nylon Jacket		\$
14-TO	Men's Fleece Vest		\$
15-TO	Women's Fleet Vest		\$
16-TO	Brush Twill Cap		\$
17-TO	Brush Twill Cap		\$
18-TO	Beanie Cap		\$
1-TD	Men's Long Sleeve button down shirt		\$
2-TD	Men's Short sleeve button down shirt		\$
3-TD	Women's Short sleeve button down shirt		\$
4-TD	Women's Long sleeve button down shirt		\$
5-TD	Women's ¾ sleeve button down shirt		\$
6-TD	Men's Twill pants		\$
7-TD	Men's Twill w/elastic insert pants		\$
8-TD	Women's Twill w/elastic insert pants		\$
9-TD	Women's Twill pants		\$
10-TD	Men's Twill shorts		\$
11-TD	Women's Twill shorts		\$
12-TD	Men's Twill w/elastic shorts		\$
13-TD	Men's Nylon Jacket		\$
14-TD	Women's Nylon Jacket		\$
15-TD	Men's Fleece Vest		\$
16-TD	Women's Fleet Vest		\$
17-TD	Brush Twill Cap		\$
18-TD	Brush Twill Cap		\$
19-TD	Beanie Cap		\$
1-TS	Men's Long Sleeve button down shirt		\$
2-TS	Men's Short sleeve button down shirt		\$
3-TS	Women's Short sleeve button down shirt		\$
4-TS	Women's Long sleeve button down shirt		\$
5-TS	Women's ¾ sleeve button down shirt		\$

6-TS	Men's Twill pants		\$
7-TS	Men's Twill w/elastic insert pants		\$
8-TS	Women's Twill w/elastic insert pants		\$
9-TS	Women's Twill pants		\$
10-TS	Men's Twill shorts		\$
11-TS	Women's Twill shorts		\$
12-TS	Men's Twill w/elastic shorts		\$
13-TS	Men's Nylon Jacket		\$
14-TS	Women's Nylon Jacket		\$
15-TS	Men's Fleece Vest		\$
16-TS	Women's Fleet Vest		\$
17-TS	Brush Twill Cap		\$
18-TS	Brush Twill Cap		\$
19-TS	Beanie Cap		\$

NCRTD Option Year 1 Pricing:

Item	Description	Lead Time	Unit Cost per Item
1-TO	Men's Long sleeve button down shirt		\$
2-TO	Men's Short sleeve button down shirt		\$
3-TO	Women's Short sleeve button down shirt		\$
4-TO	Women's Long sleeve button down shirt		\$
5-TO	Men's Twill pants		\$
6-TO	Men's Twill w/elastic insert pants		\$
7-TO	Women's Twill w/elastic insert pants		\$
8-TO	Women's Twill pants		\$
9-TO	Men's Twill shorts		\$
10-TO	Women's Twill shorts		\$
11-TO	Men's Twill w/elastic shorts		\$
12-TO	Men's Nylon Jacket		\$
13-TO	Women's Nylon Jacket		\$
14-TO	Men's Fleece Vest		\$
15-TO	Women's Fleet Vest		\$
16-TO	Brush Twill Cap		\$
17-TO	Brush Twill Cap		\$
18-TO	Beanie Cap		\$
1-TD	Men's Long Sleeve button down shirt		\$
2-TD	Men's Short sleeve button down shirt		\$
3-TD	Women's Short sleeve button down shirt		\$
4-TD	Women's Long sleeve button down shirt		\$
5-TD	Women's ¾ sleeve button down shirt		\$
6-TD	Men's Twill pants		\$
7-TD	Men's Twill w/elastic insert pants		\$
8-TD	Women's Twill w/elastic insert pants		\$
9-TD	Women's Twill pants		\$
10-TD	Men's Twill shorts		\$
11-TD	Women's Twill shorts		\$
12-TD	Men's Twill w/elastic shorts		\$
13-TD	Men's Nylon Jacket		\$
14-TD	Women's Nylon Jacket		\$
15-TD	Men's Fleece Vest		\$
16-TD	Women's Fleet Vest		\$
17-TD	Brush Twill Cap		\$
18-TD	Brush Twill Cap		\$
19-TD	Beanie Cap		\$
1-TS	Men's Long Sleeve button down shirt		\$
2-TS	Men's Short sleeve button down shirt		\$
3-TS	Women's Short sleeve button down shirt		\$
4-TS	Women's Long sleeve button down shirt		\$
5-TS	Women's ¾ sleeve button down shirt		\$

6-TS	Men's Twill pants		\$
7-TS	Men's Twill w/elastic insert pants		\$
8-TS	Women's Twill w/elastic insert pants		\$
9-TS	Women's Twill pants		\$
10-TS	Men's Twill shorts		\$
11-TS	Women's Twill shorts		\$
12-TS	Men's Twill w/elastic shorts		\$
13-TS	Men's Nylon Jacket		\$
14-TS	Women's Nylon Jacket		\$
15-TS	Men's Fleece Vest		\$
16-TS	Women's Fleet Vest		\$
17-TS	Brush Twill Cap		\$
18-TS	Brush Twill Cap		\$
19-TS	Beanie Cap		\$

APPENDIX 1
ACKNOWLEDGEMENT OF RFP FORM

RFP#: 2019-03

In acknowledging the receipt of this Request for Bid, the undersigned agrees that a complete solicitation has been received, beginning with the title page and table of contents, and ending with Appendix 6, including Attachment A and Exhibit A.

The acknowledgement of receipt should be signed and returned to the Procurement Officer. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a 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 Phone No.		Title
		Fax No.
E-mail Address		
Address		
City/State/Zip Code		
Signature *		Date

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

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

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

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

APPENDIX 2
PROPOSAL FORM

RFP#: 2019-03

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 RFP, Nos. _____ to _____.

Signature of Officer _____ Date _____

APPENDIX 3
CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING
RFP#: 2019-03

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

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

behalf of _____ that;
_____ (name of Contractor)

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

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

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

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

Executed this _____ day of _____, 20____.

By _____
(Signature of authorized official)

(Title of authorized official)

APPENDIX 4
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED
TRANSACTIONS

RFP#: 2019-03

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

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

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

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

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

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

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

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

Executed this _____ day of _____, 20____.

By

(Signature of authorized official)

(Title of authorized official)

APPENDIX 5
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP#: 2019-03

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 bid or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR BIDS 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 bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive bid.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for bids and ending with the award of the contract or the cancellation of the request for bids.

“Prospective contractor” means a person or business that is subject to the competitive sealed bid process set forth in the Procurement Code or is not required to submit a competitive sealed bid because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or Officer of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature

Title (Position)

Date

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE TO AN APPLICABLE PUBLIC OFFICIAL BY ME, A FAMILY MEMBER OR REPRESENTATIVE:

Signature

Title (Position)

Date

**APPENDIX 6
CERTIFICATION REGARDING
AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY
AND NONDISCRIMINATION
AHRO Form CC 2
RFP#: 2019-03**

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

The Bidder has participated with any agency in a previous contract or subcontract subject to any Equal Employment Opportunity and Nondiscrimination in Employment requirements. Yes () No ()

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

The Bidder has filed all compliance reports due under applicable instructions. If this does not apply, leave blank. Yes () No ()

Company Name of Bidder _____

Title _____ Date _____

Address _____

City/State/Zip Code _____

Telephone Number _____ Fax No. _____

Signature _____

Printed Name _____ Email Address _____

ATTACHMENT A
DRAFT CONTRACT
RFP#: 2019-03

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

RECITALS

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

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

WHEREAS, RMRTD desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

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

Section 1. Miscellaneous Representations

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

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

Section 2. Scope of Services

A. The Contractor shall be available to assist the RMRTD in the services specified in Exhibit A (hereinafter referred to as "Services") related to the _____ Project in a satisfactory and proper manner, and shall provide all necessary personnel, material, and facilities and perform all matters necessary or incidental to the Services as determined by RMRTD.

B. Staffing. RMRTD designates _____ as RMRTD Project

Manager. The Contractor shall keep the Project Manager fully informed on all aspects of its performance of the Services. The Project Manager will review and approve Contractor's invoices prior to payment. In the absence of the Project Manager, the RMRTD Director shall serve as Project Manager.

C. Contractor designates _____ as Contractor's Project Manager. Contractor's Project Manager shall transmit all work product and invoices to the RMRTD Project Manager. The Contractor Project Manager shall direct the technical aspects of the Services; however, the Contractor may provide additional qualified personnel to meet its obligations under this Agreement. Contractor shall provide to RMRTD a statement of qualifications for each individual performing work under this Agreement when requested to do so by RMRTD. Any change in Contractor's appointment of its Project Manager shall not be allowed until approved in writing by RMRTD.

Section 3. Compensation and Method of Payment

A. For performing the Services specified in Exhibit A hereof, RMRTD agrees to pay the Contractor up to the amount of _____ Dollars \$_____, which amount shall include any gross receipts tax and which shall constitute full and complete compensation for the Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such services in accordance with Exhibit B Schedule of Fees included in this Agreement.

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

Section 4. Method of Payment.

A. Payment to Contractor. Amounts due to Contractor shall be paid to the Contractor upon receipt by RMRTD of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of RMRTD and upon receipt of payment by RMRTD from the funding agency. Payments to the Contractor shall be paid within the time periods prescribed by statute.

B. Reports Required. Contractor will attach to the invoice a detailed work effort and progress report in a format mutually agreed upon by the RMRTD Project Manager and the Contractor. Payments shall be made only after verification and acceptance of the progress reports by the RMRTD Project Manager.

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

Section 5. Time of Performance

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

Section 6. Option to Extend Term

A. RMRTD may extend the term of this Agreement for up to _____ (__) years in one (1) year increments by written notice to the Contractor. If feasible, RMRTD shall give Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the Agreement expires. The preliminary notice does not commit RMRTD to an extension, and any absence of notice shall not affect the validity of any exercise of the option to extend the term of this Agreement.

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

C. The total duration of this Agreement, including the exercise of any options under this clause, shall not exceed _____ (__) years.

Section 7. Independent Contractor

Neither Contractor nor its employees are considered to be employees of RMRTD for any purpose whatsoever. Contractor is considered an independent contractor at all times in the performance of the Services described herein. Contractor further agrees that neither it nor its employees are entitled to any benefits from RMRTD under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of RMRTD.

Section 8. Personnel

A. Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of nor have any contractual relationship with RMRTD.

B. All the Services required hereunder will be performed by Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

D. None of the work or the Services covered by this Agreement shall be subcontracted without the prior approval of RMRTD. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

Section 9. Insurance

A. General Requirements. The Contractor shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, such insurance as is required in this Agreement. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico, and policies of insurance shall be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. When requested by the RMRTD, Contractor shall provide to the RMRTD copies of any or all policies of insurance for the insurance coverage required in this Section. Policies of insurance shall be procured for all required coverage limits of such policies of insurance and shall not be reduced or replaced in part or in whole by self-insurance, including self-insurance retention amounts, except as provided hereinafter.

If the Contractor subcontracts, or assigns or otherwise transfers any interest in any part of this Agreement, the Contractor shall include any or all transferees in the Contractor's insurance policies or require such transferees to secure insurance if required by law to cover all hazards associated with Services provided hereunder that are not covered by the Contractor's insurance policies.

The Contractor shall not violate the terms or prohibitions of insurance policies required to be furnished by the Contractor. The Contractor shall promptly notify the RMRTD of any claim or loss exceeding the amount of the deductible under such insurance policies, and certify that proper notice has been given the appropriate insurance carrier.

The Contractor shall furnish the RMRTD with certificates of insurance, substantially the same as Exhibit D, and shall deliver said certificates to the Project Manager, RMRTD, 809 Copper Ave., N.W., Albuquerque, New Mexico 87102. All insurance certificates shall provide that thirty (30) days written notice be given to the Project Manager before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. A certificate or policy which states that the failure to give RMRTD notice imposes no liability or obligation on the insurer shall not be in compliance with this Section. For instance, certificates or policies stating that the insurance company shall "endeavor to notify" and that "failure to give such notice imposes no obligation" on the insurance company are unacceptable to RMRTD. Documents establishing the continuation or replacement of insurance shall be received by the RMRTD no less than 30 days prior to the expiration of the insurance coverage.

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

C. Commercial General Liability Including Automobile. The Contractor shall procure and maintain policies of insurance for commercial general liability insurance and vehicle liability insurance for all vehicles used in its operation, as further described below. All such policies of insurance shall have liability limits in amounts of One Million Dollars (\$1,000,000) single limit liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance shall include coverage for premises (if applicable), operations, the Contractor's contractual liability to the RMRTD hereunder, and claims arising out of or from the Contractor's performance of this Agreement. Contractual liability coverage shall specifically insure the indemnification provision of this Agreement. The insurance policies shall contain "products" and "completed operations" coverage (if applicable) and shall not be written on a "claims made" form. The insurance policies shall include coverage for all use of, activities on, or operations with respect to RMRTD premises, coverage for the use of all owned, non-owned, hired automobiles, vehicles, and other equipment, both on and off work. RMRTD reserves the right to review and modify the limits stated above at one-year intervals to give effect to the changing risk management environment and inflationary trends.

D. Increased Limits. If, during the term of this contract, the legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (Sections 41-4-1 through 41-4-27, NMSA 1978) to an amount greater than that required for commercial general liability including auto above, the RMRTD may require Contractor to increase the limits of any insurance required herein to an amount equal to such increased Tort Claim Act maximum limits of liability.

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

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

RMRTD employees for any purpose.

G. Self-Insurance Retention/Deductibles. In the event any of the insurance policies required in this Section 7 (except as allowed by New Mexico law regarding Workers' Compensation) contain a self-insurance retention provision (whether or not in the form of a deductible) for each such amount, the Contractor shall post a bond or an irrevocable letter of credit made exclusively for the benefit of the RMRTD and held by a bank authorized to do business in New Mexico which is acceptable to RMRTD.

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

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

Section 10. Reports, Information and Ownership of Documents

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

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

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

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

E. Future Use. RMRTD's use of computer programs and computer stored data developed under the requirements of this Agreement for purposes other than the services required of Contractor as specified in this Agreement shall be at RMRTD's risk, and Contractor shall be held harmless for such use. Contractor does not

represent that the computer programs and computer data developed under this Agreement are suitable for reuse under different conditions. This paragraph shall not apply to the performance of this Agreement nor in instances where the Contractor is retained to perform subsequent services using the work product developed pursuant to this Agreement.

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

Section 11. Establishment and Maintenance of Records

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

Section 12. Audits and Inspections

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

Section 13. Changes

RMRTD may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, that are mutually agreed upon by and between RMRTD and Contractor shall be incorporated in written amendments to this Agreement.

Section 14. Suspension

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

B. Resumption of Work. In the event RMRTD cancels a Suspension of Work Order, Contractor shall resume performing the Services in a timely manner and shall be entitled to an equitable adjustment in compensation but only if RMRTD determines that the Suspension of Work Order resulted in additional costs to Contractor in its performance of the Services and Contractor asserts a claim for such additional costs within thirty days after the cancellation of the Suspension of Work Order.

Section 15. Termination

A. Termination by RMRTD for Cause, ten (10) day notice. If through any cause Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, RMRTD shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination.

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

B. Termination by RMRTD: twenty (20) day notice. RMRTD may terminate this Agreement at any time by giving at least twenty (20) day notice in writing to Contractor. Said twenty (20) days shall run from the day on which Contractor received said notice of termination. In the event this Agreement is terminated by RMRTD as provided herein, the Contractor shall be paid an amount that bears the same ratio to the total compensation as the Services actually performed bear to the total Services of Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of

Contractor, Paragraph A of this section hereof, relative to termination, shall apply.

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

D. Termination by Contractor: thirty (30) Day notice. The Contractor shall be entitled to terminate this Agreement in the event of a default by the RMRTD in the performance of any covenant or agreement herein required to be performed by the RMRTD and the failure of the RMRTD to remedy such default for a period of thirty (30) days after receipt from the Contractor of written notice to remedy the same; provided, however, that no notice of termination, as above provided, shall be of any force or effect if the RMRTD shall have remedied the default prior to receipt of the Contractor's notice of termination.

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

Section 16. Breaches and Dispute Resolutions

A. Disputes. Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Rio Metro, herein defined as the Rio Metro Procurement Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Rio Metro Procurement Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Rio Metro Procurement Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

C. Remedies. If any controversy or claim arising out of this Agreement cannot be settled by the Parties directly, the Parties will submit the controversy or claim to mediation using a mediator mutually acceptable to the Parties or, if the Parties

cannot agree on a mediator, a mediator chosen by mediators chosen by each Party. If the Parties are unable, after a reasonable period of time, to produce through such mediation a mutually satisfactory resolution on the matter, the dispute will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Rio Metro is located.

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

Section 17. Special Federal Provisions

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

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

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

C. Seismic Safety. The Engineer agrees that any new building or addition to an existing building will be designed and constructed in accordance with the

standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Engineer agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

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

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

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

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

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

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

J. 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.

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

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

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

N. Civil Rights Compliance. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the

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

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

Affirmative Action - The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any Federal implementing requirements.

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

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

O. Disadvantaged Business Enterprise. The contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Rio Metro Regional Transit District (RMRTD) adheres to the annual DBE goal established by the State. The overall goal for DBE participation utilizing race-neutral measures is 3.94%. A list of certified Disadvantage Business Enterprises can be obtained from the New Mexico Department of Transportation, Office of Equal Employment Opportunity Programs (OEOP), P.O. Box 1148, Santa Fe, New Mexico 87504-1148 or from the following state website: <https://nmdot.dbesystem.com/FrontEnd/VendorSearchPublic.asp?TN=nmdot&XID=177>. A separate contract goal has not been established for this procurement.

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as deemed appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

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

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

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

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

Definitions. As used in this Special Provision:

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

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

Safety. The Contractor is encouraged to:

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

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

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

Section 18. General Conditions

A. Contract Interpretation.

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

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

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

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

5) **Entire Agreement.** This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this contract, and all such conditions, understandings and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

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

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

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

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

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

B. Discrimination Prohibited.

1) General. In the use and occupation of the RMRTD premises, the Contractor shall not discriminate against any person or class of persons by reason of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap.

2) Civil/Human Rights Laws. In the operation and use of the RMRTD premises, the Contractor shall not on the grounds of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49 CFR Part 21, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and the New Mexico Human Rights Act. Without limiting the generality of the foregoing, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. The Contractor agrees to post in conspicuous places available to employees, and applicants for employment, notice to be provided setting forth the provisions of this non-

discrimination clause.

3) The Contractor, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor shall use the RMRTD facilities (when applicable) in compliance with all other requirements imposed by, or pursuant to, the New Mexico Human Rights Act, and 49 CFR Parts 21 and 23, and as said regulations may be amended.

4) Contractor's violation of this section shall be deemed a material breach of this Agreement.

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

C. Indemnification Agreement.

1) General Indemnification. The Contractor agrees to indemnify and hold harmless the RMRTD, including its officers, employees or agents, against all liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, claims, damages, losses or costs are caused by, or arise out of, the acts or omissions of the Contractor or its officers, employees or agents.

2) Insurance. The indemnity required herein shall not be limited by the specification of insurance coverages in this Agreement.

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

4) Scope of Indemnification. With respect to any liability, claims, damages, losses or costs that are caused by, or arise out of, the acts or omissions of the Contractor or its officers, employees or agents, the Contractor shall: (a) investigate or cause the investigation of such liability, claims, damages, losses or costs, (b) negotiate or cause to be negotiated all claims made, even when Contractor considers such claims to be groundless, false or fraudulent in the name of the RMRTD and on behalf of the RMRTD, (c) and satisfy judgments finally establishing the liability of the RMRTD in all actions for which the Contractor is

obligated to indemnify the RMRTD, including its officers, employees or agents, pursuant to this section, and (d) pay, or cause to be paid: (1) all costs assessed against RMRTD in any such legal proceeding, (2) any interest accruing up to the date of payment by Contractor, (3) all premiums charged upon appeal bonds required in such proceedings, and (4) all expenses incurred by RMRTD for investigation, negotiation, and defense, including but not limited to expert witnesses' and attorneys' fees incurred.

5) Miscellaneous. RMRTD shall, promptly upon receipt, give Contractor every demand, notice, summons, or other process received in any claim or legal proceeding for which Contractor is required to indemnify RMRTD. In the event RMRTD fails to give Contractor notice of any such demand, notice, summons, or other process received by RMRTD, and such failure to give said notice shall result in prejudice to Contractor in its defense of any action or legal proceeding in which Contractor is required to indemnify the RMRTD, then such failure or delay shall release Contractor of its liability as set forth in this Indemnification Agreement, but only insofar as the particular claim or legal proceeding is concerned, and only to the extent of such prejudice. Nothing in this subsection shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against the RMRTD. This section shall not be construed as a waiver of the RMRTD's immunity. The provisions of this section shall not be construed to prohibit Contractor from seeking contribution or indemnity from any third party which may have caused or contributed to the event for which Contractor indemnifies the RMRTD.

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

E. Ethics.

1) Conflict of Interest. As a condition of this Contract, the Contractor shall furnish the RMRTD with a Campaign Contribution Disclosure form, substantially the same as Exhibit D, and shall deliver said disclosure to the Project Manager, Rio Metro Regional Transit District, 809 Copper Ave., N.W., Albuquerque, New Mexico 87102. The Contractor shall disclose whether any member of the RMRTD Board of Directors, officer or employee of the RMRTD or the Rio Metro Regional Transit District (RMRTD), an administrative entity for the RMRTD, has or hereafter acquires any direct, indirect, legal, or beneficial interest in the Contractor or in any contract, lease, or agreement between the RMRTD and the Contractor, or in any franchise, concession, right, or privilege of any nature granted by the RMRTD to the Contractor in this Agreement or otherwise.

2) Fair Dealing. The Contractor covenants and warrants that the

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

F. Approvals, Consents and Notices.

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

RMRTD: Director
Certified Mail: 809 Copper Ave., N.W.
Albuquerque, New Mexico 87102
Personal Delivery: Same as above
Telephone: (505) 247-1750, FAX Transmission: (505) 247-1753

Contractor:
Contractor Official:
Title:
Certified Mail:

Personal Delivery:
Telephone: FAX Transmission:
E-Mail Address:

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

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

G. Non-Liability of Agents and Employees. No member, officer, agent, director, or employee of RMRTD or Contractor shall be charged personally or held

contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of their execution or attempted execution of this Agreement.

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

I. Force Majeure. Except as expressly provided in this Agreement, neither RMRTD nor Contractor shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations, other than payment of rentals, fees and charges hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of the public enemy, weather conditions and the results of acts of nature, riots, rebellion, sabotage, or any other similar circumstances for which it is not responsible or which are not within its control.

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

K. Compliance with Law. The Contractor shall comply with all applicable laws, ordinances, regulations and procedures of federal, state, and local governments, including, but not limited to RMRTD rules. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101) and federal regulations promulgated there under (28 C.F.R. Parts 35, 36, and 37).

L. Patents and Trademarks. Contractor represents that it is the owner or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its performance under this Agreement. Contractor agrees to defend, indemnify and hold harmless the RMRTD, pursuant to the Indemnification Agreement above, from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark, copyright, trade secret or proprietary right, or arising from any alleged or actual unfair competition or other similar claim arising out the performance of this Agreement by Contractor. In the event a claim is made that the use of materials is such an infringement, the Contractor shall either procure for RMRTD the right to continue using such materials, make modifications resulting in the elimination of the infringement (and continue to meet the requirements of this Agreement) or replace such material with non-infringing materials of a like functionality that meet the requirements of this Agreement.

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

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

RIO METRO REGIONAL TRANSIT DISTRICT

By: _____
Director

Date: _____

CONTRACTOR

By: _____
Title: _____

Date: _____

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

Federal Taxation I.D. Number:

APPROVED AS TO FORM

By: _____
RMRTD Legal Counsel

Date: _____

APPENDIX A

REQUEST FOR PROPOSAL

RMRTD Procurement No. 2019-03

APPENDIX B

PROPOSAL FROM:

RMRTD Procurement No. 2019-03

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF FEES

EXHIBIT C

CERTIFICATE OF INSURANCE FORM

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE DOES NOT AMEND< EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES
	COMPANIES AFFORDING COVERAGE
	COMPANY
	LETTER A
	COMPANY LETTER B
	COMPANY
INSURED	COMPANY LETTER D
	COMPANY LETTER E

COVERAGES: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED FOR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
	GENERAL LIABILITY* <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROTECT. <input type="checkbox"/> SELF INSURANCE RETENTION				GENERAL AGGREGATE	\$
					PRODUCTS-COMP./OP.AGG.	\$
					PERSONAL & ADV. INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED. EXPENSE (Any one person)	\$
					SELF INSURANCE AMOUNT	\$
	AUTOMOBILE LIABILITY * <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> SELF INSURANCE RETENTION				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
					SELF INSURANCE AMOUNT	\$
	EXCESS LIABILITY * <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS	\$
					EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

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

CERTIFICATE HOLDER Rio Metro Regional Transit District 809 Copper Ave., N.W. Albuquerque, NM 87102	Director
MODIFICATION/CANCELLATION: THE ABOVE IDENTIFIED POLICY (POLICIES) OF INSURANCE SHALL NOT BE MATERIALLY CHANGED OR ALTERED, OR CANCELED WITHOUT FIRST GIVING THIRTY (30) DAYS ADVANCE WRITTEN NOTICE BY CERTIFIED MAIL RETURN RECEIPT REQUESTED TO THE RMRTD.	