

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

REQUEST FOR PROPOSALS

Transit Bus Stop Design and Amenities Guidelines



RFP#2023 - 001

April 21, 2023

Due back May 19, 2023 by 4:00 pm Mountain Standard Time

I. DEFINITIONS OF TERMINOLOGY AND ABBREVIATIONS

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations. All words capitalized for non-grammatical purposes shall have the meaning contained herein or that definition given in the District's August 5, 2022, Procurement Policy. To the extent there is a conflict the definitions contained in this solicitation shall take precedence.

ADA – Americans with Disabilities Act

Award- The final execution of the contract document.

Confidential- Confidential financial information concerning offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45 e.g. no information that could be obtained from a source outside this request for qualifications can be considered confidential information.

Contract- Any agreement for the procurement of items of tangible personal property, services or construction.

Contractor- Any business having a contract with the District.

Chief Procurement Officer (CPO)- Also referred to as purchasing agent or any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

Determination- The written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

District- [The] District is the purchasing agency also referred to as the North Central Regional Transit District or NCRTD.

Desirable- The terms "may", "can", "should", "preferably", or "prefers" to identify a desirable or discretionary item or factor.

Electronic Version/Copy- A digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the original and hard copy proposals contain.

Evaluation Committee- A body appointed to perform the evaluation of Offerors' proposals.

Hourly Rate- The proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

Mandatory– the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

NCRTD; RTD; North Central RTD; The District - The North Central Regional Transit District.

Offeror- Any person, corporation, or partnership who chooses to submit a proposal.

Plans – A reference to the Long-Range Strategic Plan and the Tribal Transit Service Plan.

Redacted- A version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in this RFP blacked out BUT NOT omitted or removed.

Request for Proposals (RFP)- Means all documents, including those attached or incorporated by reference, used for soliciting proposals.

Responsible Offeror- An offeror who has submitted 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- An offer which 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.

Sealed- In terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The District reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the CPO in such cases.

Staff- Individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

State (the State)- The State of New Mexico.

Unredacted- A version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

Written- Means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc. E-mail communications are permitted as long as there is a written confirmation of the receipt of said e-mails. Responsibility for the proof of delivery or receipt of an e-mail shall be with the party sending the e-mail.

II. OVERVIEW OF PROJECT

A. PURPOSE AND GOAL

The purpose of this Request for Proposals (RFP) is to develop a set of guidelines that will inform the future design and placement of bus stops and the amenities allocated to them, based on the conditions present surrounding the bus stop. The District is a relatively new transit authority and as such is in the process of developing its facilities to increase its administrative, maintenance, and operational capacity. This includes the development of bus stops to grow the public transit mode share within the North Central New Mexico region by improving the safety of public transit for riders and other motorists.

The completed Bus Stop Guidelines will NOT include engineering or design for specific passenger facilities. Rather, a standard set of guidelines and tools for transit infrastructure is needed to assist agency staff, contract engineering firms, and the New Mexico Department of Transportation (NMDOT) in the siting of bus stops and development of passenger amenities at key bus stops. Private land developers who wish to include transit amenities in projects may also use the guidelines to design infrastructure according to best practices. The guidelines may be used to support the inclusion of transit infrastructure in planning documents, new and existing real estate developments, and public or private transportation infrastructure.

Additionally, all public transit facilities within the service area are to be improved to meet ADA standards, per the District's ADA Transition Plan. To date, the District has improved or has immediate plans to improve approximately 75 bus stops.

B. AGENCY PROFILE & BACKGROUND INFORMATION

In 2003, Governor Bill Richardson signed into law the Regional Transit Act. This legislation authorized the creation of regional transit districts in the State of New Mexico and allowed Regional Transit Districts to go to the voters for approval of an increase of up to ½ of one percent in Gross Receipt Tax to fund participation in a Regional Transit District (RTD).

In September 2004 the District was the first RTD to be certified by the New Mexico Transportation Commission. Upon issuance of certification from the New Mexico Transportation Commission, the District became a separate political entity. A requirement from the New Mexico Department of Transportation (NMDOT) was to submit a Transit Service Plan within one year of the formation of the District. The Board of Directors approved the District's first Transit Service Plan in July 2006.

In February 2007, the District adopted its branding, and in April began its first bus service project. In July 2007, the District signed Memorandums of Agreement (MOAs) between the City of Española and Rio Arriba County to transfer service, employees, and equipment to the District. In October 2007 the District began operating transit service in four counties.

In January 2008, the District hired a Contractor to expand and update the Transit Service Plan for the proposed usage of the Regional Transit Gross Receipts Tax (RTGRT). In April 2008, the District's Board approved the RTGRT resolution adopting a 1/8 of one percent tax, and in November 2008, the

public voted for approval of the RTGRT in all four counties of its service area. In the 2018 General Election the district asked voters to reauthorize the RTGRT which was affirmatively approved by a 74% yes vote.

In July 2015, the District acquired the Town of Taos transit system known as the Chile Line and all assets, employees, and facilities.

Prior to the Covid-19 pandemic, services and ridership continued to grow year over year. In FY2021-22 the District recorded 100,533 passenger trips for services directly operated by NCRTD and a ridership of 76,925 on District-funded services, for a total of 177,458 annual passenger trips. The District set its record ridership in FY2018-19. The annual ridership for that year was 284,285 for District-operated services. Ridership on District-funded services was 503,011, for a total ridership of 787,296.

Presently, the District has 26 fixed and commuter routes regionally and microtransit/paratransit services within the vicinities of the Town of Taos, the City of Espanola, and the Pueblos of Pojoaque and Nambe. Complementary flex paratransit services are offered on all fixed routes (notwithstanding the Town of Taos). All fixed routes are fare-free, and fares for on demand service are \$1 for general public (non-ADA certified) riders.

With the exception of holidays, service on most fixed routes and on demand operates Monday through Friday. The 255 Mountain Trail route operates 365 days a year. The 341 Taos Ski Valley Green route operates seven days per week (including holidays) during the winter ski season. The 305 Taos Express provides Saturday and Sunday express year-round service between the communities of Taos and Santa Fe. Due to the COVID-19 pandemic and subsequent staffing shortages, several fixed routes are temporarily suspended or operating on a demand basis only.

The District's 10,000 square mile service area is comprised of largely rural and frontier settings in a high desert environment. Population centers are dispersed throughout the area and range in size from cities and towns, such as Santa Fe, Española, Edgewood, and Taos, to small villages and settlements. The District also provides transit services to the eight northern Pueblos and Jicarilla Apache Nation. Many bus stops served by the District are located within NMDOT right of way and do not have adequate pedestrian or ADA access.

The District's assets consist of an administrative facility and maintenance garage in Española and a fleet maintenance garage and dispatch facility in Taos. The District has a fleet of 60 buses and paratransit vehicles, the majority of which are 14 passenger cutaways, and an additional support fleet of maintenance trucks and commuter vehicles. The District is beginning the process of transitioning its fleet to zero-emission vehicles with a deployment of 10 battery electric replacement vehicles. A zero-emission transition plan that will guide the District's future rolling stock replacement strategy is currently in development.

The District has funding to employ a staff of 96, including vehicle operators, maintenance and facilities personnel, and administrative employees.

The District is governed by a 17 member board of directors comprised of members from four (4) counties, seven (7) cities and towns, and six (6) tribal entities, with over 10,119 square miles of

service area with an approximate population of 289,441. The District utilizes over 420 bus stops, approximately 75 of which are equipped with additional amenities such as shelters, solar lighting, real-time arrival displays, seating, and/or waste receptacles. The District is incrementally improving its bus stops and amenities through its ADA Transition Plan implementation but limited sidewalks and infrastructure throughout the region make full implementation difficult in some areas.

The District is taking aggressive measures to expand its operational, fleet services, and administrative capacities. A vehicle maintenance facility was recently constructed at the Jim West Regional Transit Center in Española. Construction of an operational support and fleet maintenance building in Taos will begin in calendar year 2023. Rehabilitation and expansion of the Jim West Transit Center, the District's primary administrative and dispatch facility in Española, will be completed once the District secures funding for construction.

The District's Service Plan Update was updated as of January 2021 (available for download on the official District website) and is utilized in collaboration with its long-range planning strategies to develop safe, viable, and effective transportation services. An update to the Long Range Strategic Plan is underway, alongside the development of the District's first Tribal Transit Plan. District also has embarked on the development of a Zero Emissions Transition Plan which is anticipated to be completed by June 2023. The Plans are on the trajectory to be adopted by the Board of Directors in early calendar year 2023.

C. SCOPE OF WORK

The Offeror shall prepare Transit and Bus Stop Design and Amenities Guidelines (TBSDAG). The proposal should address how the Offeror will develop the Transit and Bus Stop Design Guidelines, which should consider federal, state, and local requirements, as well as best practices for transit infrastructure design.

The TBSDAG shall consider the needs of travelers likely to use public transportation services, such as:

- workers
- students, from K-12 school-aged children to university students
- elderly populations
- disabled populations
- veterans
- cultural, racial, and ethnic minorities facing additional barriers to access

The Offeror should describe their method and approach for developing a set of guidelines that address, but may not be limited to, the following key elements.

- **Regulatory Environment and Policy Overview.** Guidelines shall address the regulatory environment in which transit infrastructure is developed. This should comply with federal requirements, such as the Americans with Disabilities Act, and any applicable state regulations, including New Mexico Department of Transportation (NMDOT) requirements. Because much of the land used for District facilities is not owned by the District, special consideration should be given to the design and placement of facilities on lands and rights of way owned by State, local and tribal entities. Local regulations on right of way, land use and historic preservation should also be considered, particularly as it relates to coordination with

infrastructure and land use planning, as well as with construction activities and private landowners.

- Offerors should incorporate elements of applicable State, local, and regional and metropolitan Transportation Planning Organization documents to ensure consistency. The TBSDAG should consider existing District policies and plans to align with the goals and standards contained within the District's ADA Transition Plan, the Long-Range Strategic Plan, and Service Plan Update (available for download on the District's website). A number of other transit authorities operate within the region, including Santa Fe Trails, NMDOT Park and Ride, Rio Metro Rail Runner, Atomic City Transit, Po'Pay Messenger, and Red River Miners Transit. Efforts should be made to coordinate the District's TBSDAG with the design and planning documents of neighboring agencies to ensure some level of regional consistency.
- **Bus Stop Standards.** Bus stop standards should be developed in a format that is easy for local and regional jurisdictions, planners, engineers, and developers to incorporate into planning documents. In addition to best practices, the North Central New Mexico operating environment, rider base composition, and fleet makeup should be considered. Current bus stops frequently are limited to a single sign indicating the location is served by the District. All signs and signage should be reviewed and designed to facilitate the recent rebranding of the District, its new logos, and the capacity of the signage to accommodate current and future applications such as QR codes.
- **Stakeholder Engagement.** Meaningful engagement of stakeholders should be conducted to ensure that the guidelines are in alignment with the needs of the communities served by NCRTD. Stakeholders include (but are not limited to) the general public; the riding public; officials representing the various municipal and tribal entities within the District's boundaries such as elected officials and transportation and economic development officials; New Mexico Department of Transportation Transit and Rail Division and District 5; metropolitan and regional planning organizations; etc. A minimum of one in-person meeting should be held in each of the four counties served by the District, supplemented by at least two virtual meetings. Meeting times and locations should be considered in the context of the needs of the riding public to maximize attendance and participation. The community meeting dates will be publicized at least two weeks prior to the meeting, and will be advertised in appropriate media, i.e., newspapers, radio, and/or flyers in order to generate the largest attendance possible. Sign in sheets will be retained to verify attendance; an agenda will also be established by Offeror and District staff and retained for verification. Minutes of the meeting will be kept and responses to all questions will be documented for inclusion in the Guidelines.

The following is a list of the minimum guidelines to address. Offerors are encouraged to expand upon or adjust this list based on their proposed methodology and approach:

- **Bus Stop Amenities/Standards.** Shall include site selection criteria, shelters, seating, waste receptacles, turnouts, bus bulbs, wayfinding and signage, bike accommodations, safety elements, lighting, landscaping and maintenance, static and real time passenger information, and other pertinent elements not mentioned above.
- **Street-Side Infrastructure.** Shall include intersection and turn out turning radii, criteria for ascertaining the need for bus pull-outs, parking and loading zones, roadway surface composition and construction, overhead and lateral clearances, etc.

- **Curb-Side Infrastructure.** which may include signage and bus stop types, hierarchies, and classifications; placement, location, and spacing standards; land use elements; ADA accessibility requirements; crosswalks; driveways; sidewalks; safety features, etc. This section of the Guidelines shall also address procedures for bus stop placement and accessibility during roadway construction projects when stops located in construction zones are inaccessible or unsafe to service.
- **Standards for Specialized Transit Facilities.** While the design guidelines will primarily focus on fixed route transit stops, the final document shall incorporate design guidelines for other types of transit facilities or for future service types the District does not yet employ. Other transit facilities may include the following:
 - **Bus Rapid Transit (BRT) Stations.** The Long Range Strategic Plan suggests a hybrid bus rapid transit service for the Taos-Española-Santa Fe corridor over the twenty year Plan period. The selected Offeror will develop standard design guidelines for BRT stops that can be engineered and constructed as the District gradually implements service improvements on the corridor and introduces BRT concepts.
 - **Park & Rides, Kiss & Rides.** The Transit and Bus Stop Design Guidelines shall provide a high-level overview of the minimum requirements for Park & Ride and Kiss & Ride facilities in the NCRTD service area.
 - **Transit Centers.** In locations where multiple routes connect, additional amenities may be warranted. This element of the TBSDAG should identify the minimum design guidelines and elements that define a transit center.
- **Implementation Guidelines and Funding Strategies.** This element is intended to facilitate the process of implementing transit infrastructure improvements through design, approvals, and construction. Proposers should address integration with existing planning documents, potential zoning issues, coordination with developers, and implementation checklists to ensure each step is followed. This element should also address funding strategies the District may leverage to carry out the goals of the Transit and Bus Stop Design Guidelines. Funding strategies may include the use of existing and new funding sources. If suggested funding sources are not yet utilized by the District, the Offeror shall outline the steps needed to capitalize upon those funding sources and describe possible challenges to utilization of those funding sources.

Once prepared, the draft TBSDAG shall be presented to the Board of Directors by the selected Offeror.

D. PROJECT DELIVERABLES

The following deliverables are the minimum requirement for Offerors. However, the Offeror is welcome to suggest additional or alternative deliverables that better reflect the nature of their proposed Guidelines.

The following items shall be included in the final Transit Bus Stop Design Guidelines report:

- Executive Summary
- Existing Conditions, Data Collection, & Analysis Report
- Regulatory Overview & Best Practices
- Stakeholder Engagement Report
- Bus Stop Design Guidelines and Amenities

- Implementation and Funding Strategies

Each deliverable shall be transmitted to the District in draft form and will be subject to a two-stage review process. District staff will review the draft and advise the Offeror of needed changes and Offeror will furnish a final draft of the deliverable. Once all draft deliverables have been furnished, the Offeror will present the final draft report to the Board of Directors. Additional changes may be required depending on the level of feedback.

Media and file formats: Reports shall be delivered to the District in a current version of Microsoft Word. Presentations shall be produced and delivered in Microsoft PowerPoint, and public versions will be delivered in .pdf format.

Reports shall be dated and identified as either draft or final, as appropriate. Submittal of final reports shall be accompanied by the files, in their native format, that were used to generate graphics displayed in the reports.

E. MEETINGS AND PRESENTATIONS

In addition to meetings required to perform previously mentioned tasks, the Offeror will facilitate and participate in the following meetings and presentations as outlined below:

1. Bi-weekly meetings with the project manager (or as needed)
2. Meetings with the project management team (as needed)
3. Pre-study meetings to ascertain initial concerns
4. One in-person community meeting for each of the four counties in the service area and two virtual meetings (six community meetings total)
5. Two District Board meetings (in person)
6. Monthly progress reports detailing billing expenses and work completed during the reporting period

F. CHIEF PROCUREMENT OFFICER

The District Chief Procurement Officer (CPO) is responsible for the conduct of this procurement. The CPO's name, business address, telephone number, and e-mail address are listed below:

Name:	Tim Mildren, Chief Procurement Officer
Address:	1327 N. Riverside Drive Española, NM 87532
Telephone:	(505)629-4701
Fax:	(505)747-6647
Email:	Timm@ncrtd.org

All deliveries of responses via express carrier must be addressed as follows:

Name:	Tim Mildren, Chief Procurement Officer
Reference RFP Name:	Transit Bus Stop Design Guidelines RFP# 2023-001

Address: 1327 N. Riverside Drive
Española, NM 87532

All correspondence, communication and contact regarding any aspect of this solicitation or offers shall be only with the Chief Procurement Officer identified above. Unless otherwise instructed by the CPO, the Offeror and their representatives shall not contact or try to communicate with any member of District, its employees and/or consultants, regarding any aspect of this solicitation or offers.

At any time during this procurement up to the time specified in the procurement schedule, Offerors may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the RFP will be made as an addendum to the RFP. Requests may include suggested substitutes for specified items and for any brand names, which whenever used in this solicitation shall mean the brand name or approved equal. Such written requests shall be made to the CPO.

The Offeror making the request shall be responsible for its proper delivery to District. Any request for a change to any requirement of the contract documents must be fully supported with technical data, test results or other pertinent information showing evidence that the exception shall result in a condition equal to or better than that required by the RFP without a substantial increase in cost or time requirements.

All requests for clarification and approved equals must be submitted in accordance with the timeline of events listed in Section III.A.

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The CPO will make every effort to adhere to the following schedule. All actions will take place within the calendar year 2023.

Action	Responsible Party	Due Dates Time Frames
RFP Issued	NCRTD	April 21
Questions and Requests for Clarifications Due	Potential Offerors	May 5
Responses to Questions and Clarifications Due	NCRTD	May 10
References Due (4:00 PM MST)	Potential Offerors	May 18
Proposals Due (4:00 PM MST)	Potential Offerors	May 19
Proposal Evaluations Completed	NCRTD	May 23
Offeror Presentations/Interviews	NCRTD/Potential Offeror	May 24-25
Anticipated Award by Board of Directors	NCRTD	June 2
Protest Deadline	NCRTD	June 17
Finalize Contractual Agreements	NCRTD/Finalist Offeror	June 28
Commencement of Work	Selected Offeror	June 30

B. PROJECT BUDGET AND TIMETABLE

At the start of the project, the Offeror shall produce a project timetable for the TBSDAG that lists major tasks with their starting and ending dates. Meetings and deliverables shall be included as milestones on the timetable. The Offeror shall update and resubmit the timetable as conditions warrant.

At the start of the project, the Offeror will provide a task-by-task budget for each project. The budget will be constructed in a way that allows the Offeror and the NCRTD Project Manager to monitor project financial performance and take corrective actions in a timely manner.

The desired timetable for project completion is four months from the date of contract execution. Offerors may, however, propose a longer timeline if they feel the proposed work cannot be completed within the 4-month period.

C. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section III. A., above.

1. RFP Issued

This RFP is being issued on behalf of NCRTD as indicated in the sequence of events.

2. Question Submittals

Potential Offeror(s) are encouraged to submit written questions prior to the date indicated in the sequence of events to allow potential Offerors enough time to submit a responsive and responsible proposal.

All written questions will be addressed in writing on the District's website by the date listed in the Sequence of Events. The submission of questions is not a prerequisite for submission of a proposal.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the CPO as to the intent to provide clarification of this RFP until close of business (4 P.M. MT) the day indicated in the sequence of events. All written questions must be addressed and will be responded by the CPO.

Questions emailed shall be clearly labeled "**IMPORTANT- [NAME OF OFFEROR] RFP# 2023-001 QUESTION**"

4. Response to Written Questions

Written responses to questions received will be answered by the CPO and posted on the District's website at <https://www.ncrtd.org/about-ncrtd/requests-for-proposals/>

5. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW BY THE EVALUATION COMMITTEE NO LATER THAN 4:00 PM MOUNTAIN STANDARD TIME ON MAY 19, 2022. Proposals received after the deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Documents must be addressed and delivered to the CPO at the address listed in Section II-g. Statements and Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Transit Bus Stop Design Guidelines RFP #2023-001. Proposals submitted by electronic means will be accepted. Electronically submitted materials must be addressed to the CPO at timmm@ncrtd.org or submitted via USB drive (see option #4 below).

If emailed, the subject line shall be labeled:
PROPOSAL SUBMITTAL – NCRTD RFP#2023-001 – COMPANY NAME

In the event documents are too large to be sent via one email, Offerors may submit by the following methods (listed in order of preference):

1. Documents may be sent in a zip file
2. Documents may be sent via Dropbox online (must be downloadable)
3. Documents may be sent via multiple emails – each email shall be labeled as specified above and numbered 1, 2, 3 etc. as needed.
4. Documents may be sent via USB drive and mailed or delivered by courier to:

Tim Mildren, CPO
1327 N. Riverside Dr.
Española, New Mexico 87532

Exterior package shall be labeled NCRTD RFP#2023-001 and have the offerors name, address, and contact number. Please ensure that any device used to convey the response is not password protected.

In addition, offeror shall contact the CPO by email or phone to confirm receipt of all submitted documents, regardless of submission method.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. ‘Awarded’ in this context means the final required signature on the contracts resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of the proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the CPO may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection by Evaluation Committee

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received.

The Evaluation Committee will review and rank the proposals from most qualified to least qualified to perform the scope of services based on the number of points accumulated on the evaluation form.

If necessary, interviews with the highest ranked firms may be scheduled and conducted by the Evaluation Committee to further differentiate among respondents’ qualifications to further inform final rankings. Each firm will be responsible for all costs (e.g., travel, staff time, and

presentation materials) related to any interviews conducted. All interviews will be conducted electronically via video conference.

Based on the Evaluation Committee's ranking of the proposals, in conjunction with the results of interviews, the highest ranked firm will be notified by the District's CPO of an intent to award the contract and will enter contract negotiations for the project.

The District reserves the right to reject any or all submissions if deemed in the best interests of the District or if the proposals do not comply with the requirements set forth in this RFP. In the same manner, the District reserves the right to waive any irregularities or technicalities when it deems the public interest will be served.

9. Negotiation with Finalists

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) per the Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the CPO. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the District reserves the right to negotiate a best and final offer to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

10. Award

If, and when, the District and the selected firm arrive at a mutually acceptable scope and commensurate fee, the District will present the selected firm and proposed contract to the Board of Directors for approval.

After review of the signed contractual agreement, the CPO and/or a member of the evaluation team will recommend for award to the Board of Directors as per the Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the CPO.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to NCRTD, taking into consideration the evaluation factors set forth in this RFP.

Contracts presented to the Board of Directors are subject to the Board's approval and the Board has plenary discretion in determining whether to award a contract and whether a proposal is advantageous to the NCRTD taking into consideration the evaluation factors set forth in this RFP.

11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. ONLY protests delivered directly to the CPO in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. **The 15-calendar day protest period shall begin on the day the approval to award of contracts is received by the Board.** Protests must be written and shall include the name and address of the protestor, the RFP number, a statement of the grounds for protest including appropriate supporting exhibits and

specify the ruling requested from the party listed below. The protest must be delivered to CPO before the deadline. Protests received after the deadline will not be accepted.

IV. RESPONSE FORMAT AND ORGANIZATION

A. PROPOSAL TRANSMITTAL

The proposal must be clearly labeled, numbered, and indexed and submitted as outlined below in **Section IV.B. Proposal Format**. Each portion of the proposal (technical/cost) must be submitted in separate binders or as electronic files with the title prominently displayed. Envelopes, packages, or boxes containing the original and the copies must be clearly labeled and submitted bearing the following documentation/binder(s):

- a. Technical Proposals – One (1) original, six (6) hard copies of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders.
 - a. Proposals containing confidential information **must** be submitted as two separate binders: (1) Unredacted version for evaluation purposes and (2) Redacted version (information blacked out and not omitted or removed) for the public file
- b. Cost Proposals for each Project– One (1) ORIGINAL, one (1) HARD COPY of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate, labeled binders from the Technical Proposals.
- c. The original and hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Electronic proposals will be accepted for this procurement. Technical and cost proposals shall be submitted as separate files. Proposals containing confidential information must be submitted as two separate files: (1) Unredacted version for evaluation purposes and (2) Redacted version (information blacked out and not omitted or removed) for the public file.

Any proposal that does not adhere to the requirements of this Section may be deemed non-responsive and rejected on that basis.

B. PROPOSAL FORMAT

Proposal Content and Organization

Offerors shall submit one (1) original-unbound and two (2) bound paper copies of their proposal OR one (1) electronic copy via e-mail, thumb drive or similar format submitted in accordance with the requirements listed in IV.A. The submittals must include the following:

1. Letter of Interest
 - a. The Letter of Interest shall be addressed to Anthony J. Mortillaro, Executive Director and must, at a minimum, contain the following:

- i. Identification of the offering firm(s) and proposal contact, including name, address, telephone and facsimile numbers, email, and firm web site.
- ii. Name, title and contact information for vendor representative who will be the point of contact on all issues regarding this solicitation.
- iii. A statement affirming that the proposal shall remain valid for a period of at least 90 days from the date of submittal or Proposal due date, whichever occurs last.
- iv. Signature of person authorized to bind the offering firm to the terms of the proposal.

2. Qualifications and References

- a. Describe the company, including history, mission and nature of work, number of employees and office location(s).
- b. Qualifications and capabilities of the staff to be assigned to NCRTD's contract including licenses, certifications, past project assignments, and years of experience.

3. Experience and Capacity

- a. Provide a minimum of three clients, preferably public transit or governmental agencies, that the firm has provided services similar in scope to the requirements listed here within. Provide the address, phone number, email (if available) and contact name for the clients. Provide name(s) of staff from proposing firm assigned to the project.

Offerors shall submit the following Business Reference information as part of offer: (1) Client name; (2) Project description; (3) Project dates (starting and ending); (4) Technical environment; (5) Staff assigned to referenced engagement that will be designated for work per this RFP; and (6) Client project manager name, telephone number, fax number and e-mail address.

- b. References must be submitted in accordance with the sequence of events above. Offerors are required to submit **APPENDIX D, *Organization Reference Questionnaire***, to the business references they list. The business references must submit the Reference Form directly to the CPO. It is the Offeror's responsibility to ensure the completed forms are received on or before May 18, 2023 by 4 pm MST for inclusion in the evaluation process.

Organizational references that are not received or are not complete may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may or may not contact any or all business references for validation of information submitted. If this step is taken, the CPO and the Evaluation Committee must all be together on a conference

call with the submitted reference so that the CPO and all members of the Evaluation Committee receive the same information.

- c. Discussion and evidence of successful Transit Bus Stop Design Guidelines that Offeror has developed for similar entities, such as other transit agencies or other local governmental units. Offeror must state what measurements were used to determine that the Plans have been successful.

4. Understanding of Major Work Elements and Project

- a. This section shall clearly convey that the Offeror understands the nature of the work, and issues related to providing the service requested.

5. Approach and Management Plan

- a. This section shall provide the Offeror's proposed approach and management plan for providing the services. Include an organization chart showing the proposed relationships among Offeror staff, NCRTD staff and any other parties that may have a significant role in the delivery of this project.

6. Work Plan and Schedule

- a. This section shall include a description, number of estimated labor hours required, and schedule of how each task deliverable of the project will be completed. The Work Plan shall be in sufficient detail to demonstrate a clear understanding of the project. The schedule shall show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. Discuss the workload, both current and anticipated, for all Key Team Members, and their capacity to perform the requested services for the NCRTD project according to the proposed schedule. Discuss the firm's approach for completing the requested services for this project on schedule.

7. Cost Proposal

- a. Provide information on how the firm/team will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.
- b. Provide a detailed cost proposal for project A and B including costs by task for Offeror labor and other direct costs.

V. SPECIFICATIONS

Offerors should respond in a thorough narrative to each specification. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DEMONSTRATION OF RESPONSIBILITY TO PERFORM THE WORK

The prospective contractor must demonstrate affirmatively to the District that it qualifies as “responsible.” Before making an award to a contractor, the District shall consider:

- A. the integrity of the contractor
- B. the contractor’s compliance with public policy
- C. the contractor’s past performance
- D. the contractor’s financial and technical resources

Only responsible offerors will be considered for award of the contract. Firms not meeting the definition of responsible or failing to meet the “Business Specifications” of subsection C. shall not be considered for award of the contract.

B. TECHNICAL SPECIFICATIONS

See section IV (B) Above for required submissions.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10-K, as well as financial statements for the preceding two years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g., D&B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. Letter of Transmittal Form

Offeror’s proposal must be accompanied by the *Letter of Transmittal Form located in APPENDIX C* which should be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

- a) Identify the submitting business entity.
- b) Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.

- c) Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
- d) Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- e) Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
- f) Describe the relationship with any other entity which will be used in the performance of this awarded contract.
- g) Identify the following with a check mark and signature where required:
 - i. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section III.
 - ii. Explicitly indicate acceptance of Section IV of this RFP; and
 - 1. Acknowledge receipt of any and all amendments to this RFP.
 - 2. Be signed by the person identified in letter “b)” above.

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form “**APPENDIX A**” and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made.

VI. EVALUATION

A. EVALUATION PROCESS

1. Proposals deemed non-responsive or detrimental to the best interest of the District will be eliminated from further consideration (the CPO may contact the Offeror for clarification of the response). All responsible and responsive Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP by an evaluation committee. Responsive proposals shall be evaluated based upon the criteria set forth above. The District will accept responses from all Offerors whose statement of qualifications are deemed responsive and that demonstrate required competencies.
2. The Evaluation Committee may use other sources to perform the evaluation as specified in this solicitation.
3. Responsive proposals will be evaluated on the factors in Table 1: Evaluation Point Summary, which have been assigned a point value (with a maximum total of 100 points). The Responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In general, the top 3 Offerors will be deemed “finalists.” The Responsible Offeror(s) whose proposals are most advantageous to the District taking into consideration the evaluation factors in Section IV will be recommended for award.

Table 1: Evaluation Point Summary

Factors	Points Available
Qualifications and References	25 Points
Experience and Capacity	20 Points
Understanding of Major Work Elements and Project	15 Points
Approach and Management Plan	15 Points
Staffing Work Plan and Schedule	10 Points
Cost	15 Points
TOTAL	100 Points

B. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement. The District will enter into a contractual agreement and will only make payments to the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is permissible, but they must be disclosed in the proposal. However, the prime contractor will be responsible for the performance of the contractual agreement whether subcontractors are used or not.

5. Materials and Workmanship

The Contractor shall be responsible for all materials and workmanship including but not limited to surveys, fliers, posters, presentations, invitations to attend, transcription of public meeting minutes, etc.

6. Amended Responses

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 should clearly identified as such in the transmittal letter. District personnel will not merge, collate, or assemble proposal materials.

7. Offeror's Rights to Withdraw Response

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 addressed to the CPO and must be signed by the Offeror's duly authorized representative.

Approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

8. Offeror's Offer Firm

Responses to this RFP, including proposal prices for goods and services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

9. Disclosure of Response Contents

Proposals will be kept confidential until negotiations and the award are completed by the District. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The CPO will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- a) Proprietary or confidential data shall be readily identifiable/separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- b) Confidential data is restricted to: (1) confidential financial information concerning the Offeror's organization; (2) Potential and or current Data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.

The price of products offered, or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a written request for disclosure of data for which an Offeror has made a written request for confidentiality is received, the CPO will examine the request and make a written determination that specifies which portions of the proposal should be disclosed.

The proposal will be disclosed unless the Offeror makes clear that legal action to prevent the disclosure will be taken. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

10. No Obligation

This RFP in no manner obligates the District to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities. Individual request and purchasing orders (POs) will be agreed upon in writing prior to the task/manufacturing being completed by the contractor.

11. Termination

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

12. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if enough appropriations or authorizations do not exist. Such terminations will be affected by sending

written notice to the contractor. The District's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

13. Review

The District requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the CPO.

14. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

15. Basis for Proposal

Only information supplied, in writing, by the District through the CPO or in this RFP should be used as the basis for the preparation of Offeror proposals.

16. Contract Terms and Conditions

The contract between the District and a contractor will follow the format specified by the District and contain the terms and conditions set forth in the *Sample Contract Appendix B*.

However, the District reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The District discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the evaluation team, the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP "Sample Contract" proposal of alternate terms and conditions must be disclosed in writing with the proposal. Offerors must provide a brief explanation of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. The District may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the District and will result in disqualification of the Offeror's proposal.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the District and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The CPO will reject the proposal of any potential Offeror who is not a Responsible Offeror and fails to submit a responsive offer as defined in District Procurement Policy and regulations.

19. Disclosure of Litigation, Claims and/or Relevant Lawsuits

The offeror must disclose current and/or ongoing litigation, lawsuits, claims, liabilities, losses and or legal actions relevant to this project (derived from similar projects. The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. Failure to disclose any of the aforementioned and/or any other legal actions will disqualify an offeror from the selection process.

20. Right to Waive Minor Irregularities

The CPO reserves the right to waive minor irregularities and/or informalities. The Evaluation Committee also reserves the right to waive mandatory requirements if all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

21. Change in Contractor Representatives

The District reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the District, adequately meeting the needs of the District.

22. Notice of Penalties

The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

23. District Rights

The District in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

The District reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Contract is fully executed and approved on behalf of the District.

The District reserves the right to determine any specific Proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be nonresponsive.

If there is any evidence indicating that two or more offerors are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the Proposals of all such offerors shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by the District.

24. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the District written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or District contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

25. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the District.

26. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the District.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring District's written permission.

27. Electronic mail address required

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

28. Use of Electronic Versions of this RFP

This RFP may be made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the District's website, the Offeror acknowledges that the version maintained by the District's website shall govern.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the *Campaign Contribution Disclosure Form, APPENDIX A*, as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant

Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Disclosure Regarding Responsibility

- a) Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
- i. Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - ii. Has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 1. The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 2. Violation of federal or state antitrust statutes related to the submission of offers; or
 3. The commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 - iii. Is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 - iv. Has, preceding this offer, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:
 1. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 2. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 3. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- b) Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

- c) The Contractor shall provide immediate written notice to the CPO if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- d) A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement.
- e) Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- f) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- g) The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the CPO or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Purchasing Agent may terminate the involved contract for cause. Still further the Purchasing Agent may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Purchasing Agent.

31. Conflict of Interest

In order to prevent real or apparent conflicts of interest the District prohibits contractors that have participated in FTA-funded design or evaluation services from bidding on any result in construction work, series or capital equipment purchases. All specifications prepared by design consultants must be written in such a manner the any reasonable, competent contractor could understand the requirement and perform the work.

- a) Pursuant to the Governmental Conduct Act, NMSA 1978, 10-16-1 et. seq., an Offeror shall have no direct or indirect interest that conflicts with the performance of services covered under this RFP and potential contract.
- b) A conflict of interest or the appearance of a conflict of interest may occur if the Offeror is directly or indirectly involved whether through direct association with contract representatives, members of the evaluation team, indirect associations, through recreational activities or otherwise with a member of the District.

- c) The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

**NORTH
CENTRAL
RTD**

Campaign Contribution Disclosure Form

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM 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 a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either 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.”

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

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX B
SAMPLE CONTRACT

**NORTH
CENTRAL
RTD**



PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH CENTRAL REGIONAL TRANSIT DISTRICT
AND

THIS AGREEMENT is made and entered into by and between the North Central Regional Transit District, hereinafter referred to as the “NCRTD” or the “District” and _____, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the NCRTD.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

A. TBSDAG.

The Contractor shall prepare “Transit and Bus Stop Design and Amenities Guidelines” (TBSDAG). The TBSDAG shall consider and comply with federal, state, and local law and regulations, as well as best practices for transit infrastructure design. Once prepared, the draft TBSDAG shall be presented to the Board of Directors by the Contractor.

B. TASKS.

The Development of the TBSDAG shall include but may not be limited to, the following key tasks:

- 1. Regulatory Environment and Policy Overview.** The guidelines shall address the regulatory environment in which transit infrastructure is developed. This should comply with federal requirements, such as the Americans with Disabilities Act, and any applicable state regulations, including New Mexico Department of Transportation (NMDOT) requirements. Because much of the land used for District facilities is not owned by the District, special consideration should be given to the design and placement of facilities on lands and rights of way owned by State, local and tribal entities. Local regulations on right of way, land use and historic preservation should also be considered, particularly as it relates to coordination with infrastructure and land use planning, as well as with construction activities and private landowners.
- 2. Coordination with other Entities.** Contractor shall incorporate elements of applicable State, local, and regional and metropolitan Transportation Planning

Organization documents to ensure consistency. The TBSDAG shall consider existing District policies and plans, and shall also conform to the goals and standards contained within the District's ADA Transition Plan, the Long Range Strategic Plan, and Service Plan Update. Contractor shall coordinate the District's TBSDAG with the design and planning documents of neighboring agencies including Santa Fe Trails, NMDOT Park and Ride, Rio Metro Rail Runner, Atomic City Transit, Po'Pay Messenger, and Red River Miners Transit. Coordination of designs and plans shall ensure some level of regional consistency.

- 3. Development of Bus Stop Standards.** Bus stop standards should be developed in a format that is easy for local and regional entities, planners, engineers, and developers to incorporate into planning documents. The North Central New Mexico operating environment, rider base composition, and fleet makeup should be considered. Best practices shall be followed. Current bus stops frequently are limited to a single sign indicating the location is served by the District. All signs and signage should be reviewed and designed to facilitate the recent rebranding of the District, its new logos, and the capacity of the signage to accommodate current and future applications such as QR codes.
- 4. Stakeholder Engagement.** Meaningful engagement of stakeholders should be conducted to ensure that the guidelines are in alignment with the needs of the communities served by NCRTD. Stakeholders include (but are not limited to) the general public; the riding public; officials representing the various municipal and tribal entities within the District's boundaries such as elected officials and transportation and economic development officials; New Mexico Department of Transportation Transit and Rail Division and District 5; metropolitan and regional planning organizations. A minimum of one in-person meeting should be held in each of the four counties served by the District, supplemented by at least two virtual meetings. Meeting times and locations should be considered in the context of the needs of the riding public to maximize attendance and participation. The community meeting dates will be publicized at least two weeks prior to the meeting, and will be advertised in appropriate media, i.e., newspapers, radio, and/or flyers in order to generate the largest attendance possible. Sign in sheets will be retained to verify attendance; an agenda will also be established by Offeror and District staff and retained for verification. Minutes of the meeting will be kept and responses to all questions will be documented for inclusion in the Guidelines.
- 5 Analysis and Consideration of Community needs.** The TBSDAG shall consider the needs of travelers likely to use public transportation services, such as:
 - workers
 - students, from K-12 school-aged children to university students
 - elderly populations
 - disabled populations
 - veterans
 - cultural, racial, and ethnic minorities facing additional barriers to access

C. COMPONENTS.

TBSDAG Minimum component shall include:

- 1 **Bus Stop Amenities/Standards.** Shall include site selection criteria, shelters, seating, waste receptacles, turnouts, bus bulbs, wayfinding and signage, bike accommodations, safety elements, lighting, landscaping and maintenance, static and real time passenger information, and other pertinent elements not mentioned above.
- 2 **Street-Side Infrastructure.** Shall include intersection and turn out turning radii, criteria for ascertaining the need for bus pull-outs, parking and loading zones, roadway surface composition and construction, overhead and lateral clearances, etc.
- 3 **Curb-Side Infrastructure.** which may include signage and bus stop types, hierarchies, and classifications; placement, location, and spacing standards; land use elements; ADA accessibility requirements; crosswalks; driveways; sidewalks; safety features, etc. This section of the Guidelines shall also address procedures for bus stop placement and accessibility during roadway construction projects when stops located in construction zones are inaccessible or unsafe to service.
- 4 **Standards for Specialized Transit Facilities.** While the design guidelines will primarily focus on fixed route transit stops, the final document shall incorporate design guidelines for other types of transit facilities or for future service types the District does not yet employ. Other transit facilities may include the following:
- 5 **Bus Rapid Transit (BRT) Stations.** The Long Range Strategic Plan suggests a hybrid bus rapid transit service for the Taos-Española-Santa Fe corridor over the twenty year Plan period. The selected Offeror will develop standard design guidelines for BRT stops that can be engineered and constructed as the District gradually implements service improvements on the corridor and introduces BRT concepts.
- 6 **Park & Rides, Kiss & Rides.** The Transit and Bus Stop Design Guidelines shall provide a high-level overview of the minimum requirements for Park & Ride and Kiss & Ride facilities in the NCRTD service area.
- 7 **Transit Centers.** In locations where multiple routes connect, additional amenities may be warranted. This element of the TBSDAG should identify the minimum design guidelines and elements that define a transit center.
- 8 **Implementation Guidelines and Funding Strategies.** This element is intended to facilitate the process of implementing transit infrastructure improvements through design, approvals, and construction. Proposers should address integration with existing planning documents, potential zoning issues, coordination with developers, and implementation checklists to ensure each step is followed. This element should also address funding strategies the District may leverage to carry out the goals of the Transit and Bus Stop Design Guidelines. Funding strategies may include the use of existing and new funding sources. If suggested funding sources are not yet utilized by the District, the Offeror shall outline the steps needed to capitalize upon those funding sources and describe possible challenges to utilization of those funding sources.

D. **PROJECT DELIVERABLES**

The following deliverables are the minimum requirement. However, the Offeror is welcome to suggest additional or alternative deliverables that better reflect the nature of the proposed Guidelines.

Each deliverable shall be transmitted to the District in draft form and will be subject to a two-stage review process. District staff will review the draft and advise the Offeror of needed changes and Offeror will furnish a final draft of the deliverable. Once all draft deliverables have been furnished, the Offeror will present the final draft report to the Board of Directors. Additional changes may be required depending on the level of feedback.

1. The TBSDAG
2. TBSDAG board report. The following items shall be included in the final Transit Bus Stop Design Guidelines report:
 - Executive Summary
 - Existing Conditions, Data Collection, & Analysis Report
 - Regulatory Overview & Best Practices
 - Stakeholder Engagement Report
 - Bus Stop Design Guidelines and Amenities
 - Implementation and Funding Strategies

Media and file formats: Reports shall be delivered to the District in a current version of Microsoft Word. Presentations shall be produced and delivered in Microsoft PowerPoint, and public versions will be delivered in .pdf format.

Reports shall be dated and identified as either draft or final, as appropriate. Submittal of final reports shall be accompanied by the files, in their native format, that were used to generate graphics displayed in the reports.

E. MEETINGS AND PRESENTATIONS

In addition to meetings required to perform previously mentioned tasks, the Offeror will facilitate and participate in the following meetings and presentations as outlined below:

12. Bi-weekly meetings with the project manager (or as needed)
13. Meetings with the project management team (as needed)
14. Pre-study meetings to ascertain initial concerns
15. One in-person community meeting for each of the four counties in the service area and two virtual meetings (six community meetings total)
16. Two District Board meetings (in person)
17. Monthly progress reports detailing billing expenses and work completed during the reporting period

2. Compensation.

A. The District shall pay to the Contractor in full payment for services satisfactorily performed based upon the invoices submitted by Contractor an amount not to exceed \$_____, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the District to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed _____. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the District

when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year. All invoices MUST BE received by the District no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the District finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the District that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the District shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE District. This Agreement shall terminate on [REDACTED] unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations).

4. Termination.

A. Grounds. The District may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the District's uncured, material breach of this Agreement.

B. Notice; District Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the District shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give District written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the District's material breaches of this Agreement upon which the termination is based and (ii) state what the District must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the District does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the District does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the District; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the District's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DISTRICT'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

D. Termination Management. Immediately upon receipt by either the District or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the District; 2) comply with all directives issued by the District in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the District shall direct for the protection, preservation, retention or transfer of all property titled to the District and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the District upon termination and shall be submitted to the District as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the District for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by the District to the Contractor. The District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the District proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the District and are not employees of the District. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the District as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the District unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the District.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the District. No such subcontract shall relieve the

primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the District.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the District, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the District.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the District and shall be delivered to the District no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any District employee while such employee was or is employed by the District and participating directly or indirectly in the District's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a

former public officer or employee of the State whose official act, while in State employment, directly resulted in the District's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the District.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the District relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the District if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the District and notwithstanding anything in the Agreement to the contrary, the District may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the District proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the District.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the District, any relevant State authority and the State Auditor. The District shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the District to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the District from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the

Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the District by certified mail.

21. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the District:

North Central Regional Transit District

1327 N. Riverside Drive

Espanola, NM 87532

anthonym@ncrtd.org

To the Contractor:

[insert name, address and email].

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of District's signature below.

By: _____
District

Date: _____

By: _____
District's Legal Counsel – Certifying legal sufficiency

Date: _____

By: _____
Contractor

Date: _____

Local Business License
Tax Identification Number

APPENDIX C

LETTER OF TRANSMITTAL FORM

**NORTH
CENTRAL
RTD**

APPENDIX C
Letter of Transmittal Form

RFP#: _____
Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of any resultant contract OR

The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

I acknowledge receipt of any and all amendments to this RFP.

_____, 2021
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX D

ORGANIZATIONAL REFERENCE QUESTIONNAIRE



NCRTD, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to:

North Central Regional Transit District
c/o Tim Mildren, CPO
1327 N. Riverside Drive
Española, NM 87532

by May 18, 2023, for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

RFP # 2023-001
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to North Central Regional Transit District, c/o Purchasing Agent via facsimile or e-mail at:

Name: Tim Mildren
Address: 1327 N. Riverside Drive
Española, NM 87532

Telephone: (505)629-4701
Fax: (505)747-6647
Email: timm@ncrtd.org

no later than May 18, 2023, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Purchasing Agent listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description	
Project dates (starting and ending)	

QUESTIONS:

1. In what capacity have you worked with this Company in the past?
COMMENTS:

2. How would you rate this firm's knowledge and expertise?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

4. What is your level of satisfaction with documentation and/or materials produced by the vendor?____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?

APPENDIX E
CERTIFICATIONS

**NORTH
CENTRAL
RTD**

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor, _____ certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled out and executed by the Bid; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Bidder should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of _____, County of _____

I, _____, being first duly sworn, do hereby state that
(Name of Affiant)

I _____ am
_____ of _____
(Capacity) (Name of Firm, Partnership or Corporation)

Whose business is _____

And who resides at _____

And that _____
(Give names of all persons, firms, or corporations interested in the bid)

is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

Signature of Affiant: _____ Date: _____

Sworn to before me this _____ day of _____, 20____.

Notary public: _____

My commission expires: _____

Seal

OFFEROR FORM

Bidder shall complete the following form and include it in the Bid.

OFFEROR

By execution below by a duly authorized representative(s) of the Bidder, the Bidder hereby offers to furnish equipment and services as specified in its Bid submitted to the District in response to RFP 2023-001 Transit Bus Stop Design Guidelines

Offeror: _____

Street address: _____

City, State, ZIP: _____

Name and title of Authorized Signer(s): _____

Name and title of Authorized Signer(s): _____

Phone: _____

Authorized signature: _____

Date: _____

Authorized signature: _____

Date: _____