



Mid-Region Council of Governments



RIO METRO
REGIONAL TRANSIT DISTRICT

REQUEST FOR BIDS

AUTO REPAIR & MAINTENANCE

MRCOG Procurement No. RFB 2017-03

Issue Date: September 16, 2016

Bid Due Time/Date: October 14, 2016 2:00 PM (MST)

Mid-Region Council of Governments
809 Copper Ave., NE, Albuquerque, New Mexico 87102
Phone: (505) 247-1750, Fax: (505) 247-1753
<http://www.mrcog-nm.gov>

Table of Contents

1.0 INTRODUCTION	1
1.1 Purpose Of This Request For Bids	1
1.2 Scope Of Work	1
1.3 Procurement Officer	1
1.4 Definitions	1
1.5 Background Information	2
2.0 PROCUREMENT CONDITIONS	2
2.1 Deadline to Submit Additional Questions	3
2.2 Notification of Written Responses and Amendments	3
2.3 Submission of Bid	3
2.3.1 Selection of Finalists	3
2.3.2 Contract Negotiations	3
2.3.3 Contract Award	3
2.3.4 Protest of Award	4
2.4 General Requirements	4
2.4.1 Acceptance of Conditions Governing the Procurement	4
2.4.2 Incurring Cost	4
2.4.3 Prime Contractor Responsibility	4
2.4.4 Subcontractors	4
2.4.5 Amended Bids	5
2.4.6 Offeror's Rights to Withdraw Bid	5
2.4.7 Bid Offer Firm	5
2.4.8 Disclosure of Bid Contents	5
2.4.9 No Obligation	5
2.4.10 Termination of RFB	5
2.4.11 Sufficient Appropriation	5
2.4.12 Governing Law	6
2.4.13 Basis for Bid	6
2.4.14 Contract Terms and Conditions	6
2.4.15 Contract Deviations	6
2.4.16 Offeror Qualifications	6
2.4.17 Right to Waive Technical Irregularities	6
2.4.18 Project Team Prohibited Activities	6
2.4.19 Notice – Civil and Criminal Penalties	7
2.4.20 The Parties Rights	7
2.4.21 Right to Publish	7
2.4.22 Ownership of Bids	7
2.4.23 Electronic mail address required	7
2.4.24 Electronic and Web Site Versions of this RFB	7
2.5 Special Provisions	7
2.5.1 Prohibition Against Use of Federal Funds for Lobbying	7
2.5.2 Campaign Contribution Disclosure	8
2.5.3 Affirmative Action/Civil Rights Compliance	8
2.5.4 Debarment and Suspension	8
2.5.5 No Government Obligations to Third Parties	8
2.5.6 Program Fraud and False or Fraudulent Statements and Related Acts	8
2.5.7 Access to Records and Reports	9
2.5.8 Federal Changes	9
2.5.9 Incorporation of Federal Transit Administration (FTA) Terms	9
2.5.10 Energy Conservation Requirement	9
2.5.11 Breaches and Dispute Resolutions	9
2.5.12 Clean Air	10
2.5.13 Clean Water	10
2.5.14 Fly America	10
2.5.15 Disadvantaged Business Enterprise	10
2.5.16 Civil Rights Compliance	11
2.5.17 Contract Work Hours and Safety Standards Act	12
2.5.18 Transit Employee Protection Guidelines	12
2.5.19 Access Requirements for Individuals with Disabilities	12

2.5.20 Drug and Alcohol Testing	12
2.5.21 Training	13
2.5.22 Recycled Products	13
2.5.23 Privacy Act	13
3.0 RESPONSE	13
3.1 Bidders Bid Requirements.....	13
3.1.1 Number of Responses.....	13
3.1.2 Bid Organization.....	13
4.0 SPECIFICATIONS	13
4.1 Mechanics and Equipment.....	14
4.2 Parts, Materials, Core Exchanges and Credit Requirements	14
4.3 Warranty Requirements	14
4.4 Replacement of Damaged Product.....	14
4.5 Invoicing.....	15
4.6 Business Compliance.....	15
4.7 Prices/Percentage Mark-up Submission Requirements and the Evaluation of Cost	15
4.7.1 The offeror must use the RFB Pricing Page, Appendix 2, to submit pricing	15
APPENDIX 1	16
MRCOG Vehicles.....	16
RMRTD Vehicles.....	17
APPENDIX 2.....	18
PRICING PAGE	18
This list is not an all-inclusive list. Other services may be requested as needed, and quoted at time of service.	
APPENDIX 3.....	18
ACKNOWLEDGEMENT OF RFB RECEIPT	19
APPENDIX 4.....	20
BID FORM.....	20
APPENDIX 5.....	21
CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING	21
APPENDIX 6.....	22
CERTIFICATION REGARDING DEBARMENT	22
APPENDIX 7	23
CAMPAIGN CONTRIBUTION DISCLOSURE	23
APPENDIX 8.....	25
CERTIFICATION REGARDING.....	25
AFFIRMATIVE ACTION/EQUAL EMPLOYMENT	25
APPENDIX 9.....	26
DRAFT CONTRACT	26

1.0 INTRODUCTION

1.1 Purpose Of This Request For Bids

The Mid-Region Council of Governments (MRCOG) and Rio Metro Regional Transit District (RMRTD), invites individuals and firms (Offerors) to submit bids for a Contract for the work indicated in the title page of this RFB in accordance with the specifications contained in this Request for Bid (RFB). This RFB contains specific requests for information.

1.2 Scope Of Work

The MRCOG and RMRTD hereinafter referred to as "Parties, are soliciting sealed bids to furnish Auto Repair & Maintenance.

The MRCOG currently has 7 vehicles, RMRTD has 48 vehicles that are used on a daily basis. This request for quotes will be for parts and services for vehicles and vehicle maintenance on an "as needed" / "if needed" basis. The intent of this solicitation is to award a contract to an automotive repair center, in order to meet the needs of the Parties. Contractor will perform minor repairs to the Parties fleet profile. Contractor will furnish all necessary labor, tools, equipment, materials, parts, accessories, assemblies, and/or components to meet the Parties needs. Historically, the annual expenditure for this service is approximately \$11,000 for FY15 & FY16.

1.3 Procurement Officer

The Parties have a designee who is responsible for the conduct of this procurement.

Kim Monjaras
Procurement Officer
Mid-Region Council of Governments
809 Copper N.W.
Albuquerque, NM 87102
Phone: 505-247-1750, Fax: 505-247-1753
E-mail: kmonjaras@mrcog-nm.gov

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

1.4 Definitions

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

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

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

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

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

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identifies a desirable or discretionary item

or factor (as opposed to "mandatory").

"Evaluation Committee" means a body appointed by the Director to evaluate Offerory bids.

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

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

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

"MRCOG" means the Mid-Region Council of Governments of New Mexico.

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

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

"Procurement Officer" means the person or designee designated by the Executive Director to oversee all MRCOG procurement.

"Request for Bids" or "RFB" means all documents, including those attached or incorporated by reference, used for soliciting bids.

"Responsible Offeror" means an Offeror who submits a responsive bid and who has furnished, when required, information and data to prove that the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the bid.

"Responsive Offer" or "Responsive Bid" means an offer or bid that conforms in all material respects to the requirements set forth in the request for bids. Material respects of a request for bids include, but are not limited to, price, quality, quantity or delivery requirements. Upon the recommendation of staff, the Director will make the final determination as to whether an Offer is considered to be responsive.

"RMRTD" means Rio Metro Regional Transit District.

1.5 Background Information

The Mid-Region Council of Governments (MRCOG) is an association of local governments in central New Mexico. Members include county, municipal, and special purpose units of governments in the Counties of Bernalillo, Sandoval, Tarrant and Valencia. The MRCOG is engaged in a variety of transportation and planning activities necessary to support functions related to the MRMPO, the RMRTD and the RTPO.

The Rio Metro Regional Transit District (RMRTD) is an association of local governments in central New Mexico. Members include county, municipal and special purpose units of government in the Counties of Bernalillo, Sandoval, Tarrant and Valencia.

2.0 PROCUREMENT CONDITIONS

2.1 Deadline to Submit Additional Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this solicitation to the Procurement Officer. All written questions must be emailed to the Procurement Officer at the address specified in this solicitation. The Procurement Officer will provide a written response only to written requests that are received at least five (5) working days prior to the submittal due date, which is October 7, 2016, 5:00 PM (MST).

2.2 Notification of Written Responses and Amendments

In order to receive notification of written responses to written questions and solicitation amendments, if any, potential Offerors must complete and submit Appendix 3 Acknowledgement of RFB Receipt as contained herein. The Acknowledgement of RFB Receipt may be hand-delivered, electronically mailed, returned by facsimile, registered or certified mail to the Procurement Manager. Offerors must include an email address on the Acknowledgement of Receipt. The Acknowledgement of RFB Receipt must be received at least five (5) working days prior to the proposal submittal due date in order for a potential Offeror to be placed on the procurement distribution list.

2.3 Submission of Bid

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

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

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

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

2.3.1 Selection of Finalists

The Procurement Officer will provide the list of finalists to the Executive Director. The Procurement Officer will notify the final Offerors of their selections. Only finalists will be invited to participate in the subsequent steps of the procurement.

2.3.2 Contract Negotiations

A draft Contract is made a part of this solicitation as evidenced in Appendix 9 and is available for viewing on the Parties website specified herein. The Contract is subject to change and shall be negotiated with the Finalist Offerors selected for award by the Executive Director. In the event that mutually agreeable terms cannot be reached within a reasonable time, defined herein as within fifteen (15) calendar days from the date that the Finalist Offeror is notified of the award, the Parties reserve the right to negotiate a Contract with another Finalist Offeror without undertaking a new procurement process. Parties also reserves the right to make multiple Contract awards per element. Contracts will be awarded on a Primary, secondary basis.

2.3.3 Contract Award

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

2.3.4 Protest of Award

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

Kim Monjaras
Procurement Officer
Mid-Region Council of Governments
809 Copper Ave. N.W.
Albuquerque, New Mexico 87102
Phone: 505-247-1750, Fax: 505-247-1753
Email: kmonjaras@mrcog-nm.gov

Protests received after the deadline will not be accepted.

2.4 General Requirements

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

The Parties require that all Offerors agree to be bound by the "General Requirements" contained in this RFB. Any Offeror concerns must be promptly brought to the attention of the Procurement Officer.

2.4.1 Acceptance of Conditions Governing the Procurement

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

2.4.2 Incurring Cost

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

2.4.3 Prime Contractor Responsibility

Any Offeror awarded a Contract as a result of this RFB will be solely responsible for fulfillment of the Contract with the Parties. The Parties will make Contract payments only to the prime Contractor.

2.4.4 Subcontractors

Intended use of subcontractors must be clearly explained in the bid, and major subcontractors must be identified by name. The prime Contractor shall be solely responsible for the entire performance of the Contract whether or

not subcontractors are identified in the bid or used in the performance of the Contract.

2.4.5 Amended Bids

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

2.4.6 Offeror's Rights to Withdraw Bid

Offerors will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids representative addressed to the Procurement Officer.

2.4.7 Bid Offer Firm

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

2.4.8 Disclosure of Bid Contents

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

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

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

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

2.4.9 No Obligation

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

2.4.10 Termination of RFB

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

2.4.11 Sufficient Appropriation

Any Contract awarded as a result of this RFB process may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the Contractor will affect such termination. The Contractor will accept the Parties' decision as to whether sufficient appropriations and authorizations are available as final.

2.4.12 Governing Law

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

2.4.13 Basis for Bid

Only information supplied by the Parties in writing through the Procurement Officer or in this RFB should be used as the basis for the preparation of Offeror bids.

2.3.14 Contract Terms and Conditions

The Contract between the Parties and a Contractor will follow the format specified by the Parties. An Offeror may review the form of the Contract at the office of the Procurement Officer. However, the Parties reserve the right to negotiate with a successful Offerer Contract provisions in addition to those contained in this RFB.

If an Offerer objects to any of the terms and conditions as contained in this Section, the Offeror should propose specific alternative language. The Parties may or may not accept the alternative language. General references to the Offerer's terms and conditions or attempts at substantive or complete substitutions are not acceptable to the Parties and will result in disqualification of the Offerors bid.

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

2.4.15 Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Parties and the selected Offeror and shall not be deemed an opportunity to amend the Offerors bid.

2.4.16 Offeror Qualifications

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

2.4.17 Right to Waive Technical Irregularities

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

2.4.18 Project Team Prohibited Activities

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

2.4.19 Notice – Civil and Criminal Penalties

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

2.4.20 The Parties Rights

The Parties reserve the right to accept all or a portion of the bid of an Offeror selected for award.

2.4.21 Right to Publish

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

2.4.22 Ownership of Bids

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

2.4.23 Electronic mail address required

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

2.4.24 Electronic and Web Site Versions of this RFB

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

<http://www.mrcog-nm.gov>
<http://www.riometro.org>

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

2.5 Special Provisions

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

2.5.1 Prohibition Against Use of Federal Funds for Lobbying

Neither the Contractor nor any subcontractor may use Federal assistance funds for publicity or propaganda purposes designed to support or defeat legislation pending before Congress. Certification of Restrictions on Lobbying is required for this solicitation as provided in Appendix 5 of this solicitation.

2.5.2 Campaign Contribution Disclosure

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective Contractor seeking to enter into a Contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. Certification is required as provided in Appendix 7 of this solicitation.

2.5.3 Affirmative Action/Civil Rights Compliance

All proposals must include a certification for Affirmative Action/Civil Rights Compliance as provided in Appendix 8 of this solicitation.

2.5.4 Debarment and Suspension

The Contractor agrees to comply and assures the compliance of each third-party contractor and subrecipient at any tier with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and "Government wide Debarment and Suspension Nonprocurement)," 49 C.F.R. Part 29. The Contractor agrees to and assures that its third party contractors and subrecipients will review the Excluded Parties Listing System (EPLS) at <https://www.sam.gov/> before entering into any subcontracts funded hereunder. Certification is required as provided in Appendix 6 of this solicitation.

2.5.5 No Government Obligations to Third Parties

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance from the U.S. Department of Transportation (USDOT). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.5.6 Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the USDOT assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal

assistance originally awarded by USDOT under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by USDOT. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2.5.7 Access to Records and Reports

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

2.5.8 Federal Changes

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

2.5.9 Incorporation of Federal Transit Administration (FTA) Terms

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

2.5.10 Energy Conservation Requirement

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

2.5.11 Breaches and Dispute Resolutions

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

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

Remedies. If any controversy or claim arising out of this Contract cannot be settled by the Parties directly, the Parties will submit the controversy or claim to mediation using a mediator mutually acceptable to the Parties or, if the Parties cannot agree on a mediator, a mediator chosen by each Party. If the Parties are unable, after a reasonable period of time, to produce through such mediation a mutually satisfactory resolution on the matter, the dispute will be decided by arbitration if the parties mutually agree, or in a court of competent

jurisdiction within the State in which the RMRTD is located.

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

2.5.12 Clean Air

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

2.5.13 Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to USDOT and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by USDOT.

2.5.14 Fly America

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

2.5.15 Disadvantaged Business Enterprise

A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. A list of certified Disadvantage Business Enterprises can be obtained from the New Mexico Department of Transportation (NMDOT), Office of Equal Employment Opportunity Programs' website: <https://nmdot.dbesystem.com>. A separate contract goal has not been established for this procurement.

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

C. The Contractor agrees to pay each subcontractor under the Contract for satisfactory performance no later than thirty (30) days from the receipt of each payment the Contractor receives from the RMRTD. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the RMRTD. This clause applies to both DBE and non-DBE subcontracts.

D. If applicable, the Contractor is required to pay all retainage owed to each subcontractor for satisfactory completion of accepted work within thirty (30) days from the receipt of each payment the contractor receives from the RMRTD. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the RMRTD. This clause applies to both DBE and non-DBE subcontracts.

E. Upon written request from RMRTD, the Contractor will provide a report of DBE participation obtained through race-neutral means throughout the period of the Contract.

2.5.16 Civil Rights Compliance

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

2.5.17 Contract Work Hours and Safety Standards Act

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

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

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

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

2.5.18 Transit Employee Protection Guidelines

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

2.5.19 Access Requirements for Individuals with Disabilities

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

2.5.20 Drug and Alcohol Testing

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

2.5.21 Training

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

2.5.22 Recycled Products

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

2.5.23 Privacy Act

The Contractor agrees to comply with all applicable terms of the Privacy Act of 1974; will notify the government when the Contractor anticipates operating a system of records on behalf of the government if such a system contains information about individuals retrievable by the individual's name or other identifier; and will include in all subcontracts this Privacy Act notification.

3.0 RESPONSE

3.1 Bidders Bid Requirements

3.1.1 Number of Responses

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

3.1.2 Bid Organization

Each bid must contain the following fully executed documents:

APPENDIX 2 PRICING PAGE

APPENDIX 3 KNOWLEDGEMENT OF RFP FORM

APPENDIX 4 BID FORM

APPENDIX 5 CERTIFICATION LOBBYING

APPENDIX 6 CERTIFICATION DEBARMENT SUSPENSION

APPENDIX 7 CAMPAIGN CONTRIBUTION DISCLOSURE

APPENDIX 8 CERTIFICATION AFFIRMATIVE ACTION/EQUAL EMPLOYMENT

APPENDIX 9 DRAFT CONTRACT

Failure to provide all the information indicated will result in rejection of the bid as non-responsive.

4.0 SPECIFICATIONS

This document constitutes a request for sealed proposals from prospective offerors for the purchase of automotive repair and maintenance services including parts for various light duty vehicles (mechanical) for the Parties, in accordance with the requirements and provisions herein.

Appendix 1 is not meant to be all inclusive and may change at any time. The Parties has spent in excess of \$11,000 in FY15 & FY16 on repairs for the identified vehicles in Appendix 1; this information is historical and is not mean to imply a guarantee of a specific amount of work under a prospective contract.

The contractor shall provide repair and maintenance services including replacement parts and supplies (mechanical and body) on an as needed basis as ordered by the Parties agency for vehicles identified in Appendix 1. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to repair services and replacement parts.

The contractor and the Parties agency shall mutually agree upon the turn-around time to complete repairs/maintenance on all vehicle repairs.

If repairs/maintenance cannot be completed within an appropriate time, the Parties agency may obtain services from other sources as deemed appropriate and in compliance with procurement authority.

4.1 Mechanics and Equipment

The contractor shall agree that all work shall be performed by licensed mechanics, experienced and qualified to work on the specified type of vehicle, and that all work be performed in accordance with the best commercial practices and without unnecessary delays.

The contractor must have available suitable modern equipment necessary for the satisfactory execution of any repair job including all gauges and checking tools necessary to make precision adjustments when required, and all special repair tools for the proper servicing of the equipment called for under the contract.

4.2 Parts, Materials, Core Exchanges and Credit Requirements

All parts and materials supplied by the contractor and used on Parties vehicles shall be new and of equal quality to the original equipment manufactured except as noted below.

No parts, accessories, or supplies shall be used which might void the vehicle manufacturer's warranty. When not concerned with the vehicle warranty, the ordering agency may authorize use of rebuilt assemblies or sub-assemblies when such is standard industry practice and the rebuilt item carries an acceptable/same warranty as a new assembly or sub-assembly. The contractor shall understand and agree that any part removed from a vehicle under-going repair is considered "Parties property," and the contractor shall ask the Parties agency if the part should be returned or disposed of before doing anything with the removed part.

The contractor shall provide a written cost estimate with estimated time/date to complete necessary repair/maintenance work upon request of the Parties agency. The contractor shall understand and agree that any contract work is not authorized until the contractor has provided an estimate, and the Parties agency has in turn provided authorized approval via an order off the contract or other acceptable method.

4.3 Warranty Requirements

The contractor shall provide the standard manufacturer's warranty on all parts, supplies and equipment provided. During the warranty period, the contractor shall provide any replacement parts and repair service at no additional cost to the Parties. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the Parties.

4.4 Replacement of Damaged Product

The contractor shall be responsible for replacing any item received in damaged condition at no cost to the Parties. This includes all shipping costs for returning non-functional items to the contractor for replacement.

4.5 Invoicing

The contractor shall submit an itemized invoice for services performed, including parts, supplies and materials provided to accomplish necessary repair work. The Parties agency will provide the contractor with specific information about invoice submission such as address, etc.

The contractor shall understand and agree that in no case shall the charge for labor on any regular job exceed the quoted price per hour times the number of hours work is performed, and that work-time shall be pro-rated to the quarter-hour. Work performed shall correspond to estimates. Pricing invoiced for specifically identified services shall be charged in accordance to specific pricing shown on the Pricing Page, Appendix 2. Parts and materials shall be discounted using the discount shown on the Pricing Page.

4.6 Business Compliance

The offeror must be in compliance with the laws regarding conducting business.

The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Parties.

The compliance to conduct business shall include but may not be limited to:

- Contractors and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)
- W-9

4.7 Prices/Percentage Mark-up Submission Requirements and the Evaluation of Cost

4.7.1 The offeror must use the RFB Pricing Page, Appendix 2, to submit pricing

All pricing shall be considered firm for the duration of the contract period indicated on the Notice of Award page of the contract. All pricing shall be quoted FOB Destination, Freight Prepaid and Allowed. The offeror shall conform to the specifications contained herein.

APPENDIX 1

REQUEST FOR BIDS RFB#: 2017-03

MRCOG Vehicles

No.	Make / Model	Year
1	Chevy Express Van	2003
2	Ford Explorer	2004
3	GMC Sierra Pickup	2004
4	Ford 500	2005
5	Ford Cargo Van	2011
6	Ford Focus	2013
7	Ford Explorer	2013
8	Ford Explorer	2006
9	Ford Explorer	2006

RMRTD Vehicles

No.	Make / Model	Year
1	Ford F150 Truck Regular Cab 4x4	2007
2	Utility Trailer (Wells Cargo)	2007
3	Ford F150 Truck Supercrew 4x4 SS	2009
4	Ford F150 Truck Supercrew 4x4 SS	2009
5	Dodge Grand Caravan Braun Entrevan	2010
6	Ford Universal Series	2010
7	Ford Explorer	2010
8	Ford E450 Glaval Universal	2011
9	Ford Glaval Universal	2011
10	Ford Glaval Universal	2011
11	Ford E450 Glaval Universal	2012
12	Ford E450 Glaval Universal	2012
13	Ford E450 Glaval Universal	2012
14	Ford E450 Glaval Universal	2012
15	Ford E450 Glaval Universal	2012
16	Ford E450 Glaval Universal	2012
17	Ford E450 Glaval Universal	2012
18	Ford E450 Eldorado	2012
19	Ford E450 Eldorado	2012
20	Ford E450 Glaval Univesal	2012
21	Ford E450 Glaval Univesal	2012
22	Ford E450 Glaval Univesal	2012
23	Ford E450 Glaval Univesal	2012
24	Ford E350 Eldorado Areotech	2013

No.	Make / Model	Year
25	Ford E350 Eldorado Areotech	2013
26	Ford E350 Eldorado Areotech	2013
27	Ford E350 Eldorado Areotech	2013
28	Ford Focus	2013
29	Ford Focus	2013
30	Ford Focus	2013
31	Utility Trailer	2014
32	Ford F150 Truck 4x4	2014
33	Ford Escape	2015
34	Ford Escape	2015
35	Ford E450 Glaval Universal	2016
36	Ford E450 Glaval Universal	2016
37	Ford E450 Glaval Universal	2016
38	Ford E450 Glaval Universal	2016
39	Ford E450 Glaval Universal	2016
40	Ford E450 Glaval Universal	2016
41	Ford E450 Glaval Universal	2016
42	Ford E450 Glaval Universal	2016
43	Ford E450 Glaval Universal	2016
44	Ford E450 Glaval Universal	2016
45	Ford E450 Glaval Universal	2016
46	Ford E450 Glaval Universal	2016
47	Ford E450 Glaval Universal	2016
48	Ford F150 Super Cab 4x4	2016

APPENDIX 2

REQUEST FOR BIDS

RFB#: 2017-03

PRICING PAGE

Service	Cost
A.C. Repair	\$
Brake Repair	\$
Emissions Testing	\$
Lube Job	\$
Oil Change	\$
Tire Replacement	\$
Tire Rotation	\$
Windshield Wiper Replacement	\$
Front End Alignment	\$

This list is not an all-inclusive list. Other services may be requested as needed, and quoted at time of service.

APPENDIX 3

REQUEST FOR BIDS RFB#: 2017-03

ACKNOWLEDGEMENT OF RFB RECEIPT

In acknowledging the receipt of this Request for Bid, the undersigned agrees that a complete solicitation has been received, beginning with the title page and table of contents, and ending with Appendix 9.

The acknowledgement of receipt should be signed and returned to the Procurement Officer. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a bid for the procurement checked below at least five (5) working days prior to the bid due date, will receive copies of all potential Offeror written questions and the MRCOG's written responses to those questions as well as solicitation amendments, if any, that are issued.

Firm / Individual

Represented by _____ Title _____

Phone No. _____ Fax No. _____

E-mail Address _____

Address _____

City/State/Zip Code _____

Signature * _____ Date _____

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

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

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

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

APPENDIX 4

REQUEST FOR BIDS RFB#: 2017-03

BID FORM

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

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

Signature of Officer _____ Date _____

APPENDIX 5

REQUEST FOR BIDS RFB#: 2017-03

CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

I, _____ hereby certify on (name and title of official)
behalf of _____ that;
_____ (name of Contractor)

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

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

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

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

Executed this _____ day of _____, 20____.

By _____
(Signature of authorized official)

(Title of authorized official)

APPENDIX 6

REQUEST FOR BIDS RFB#: 2017-03

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

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

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

Executed this _____ day of _____, 20____.

By _____
(Signature of authorized official)

(Title of authorized official)

APPENDIX 7

REQUEST FOR BIDS

RFB#: 2017-03

CAMPAIGN CONTRIBUTION DISCLOSURE

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

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

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR BIDS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means any person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive bid.

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

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

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

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

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

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

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

_____ Completed by State Agency or Local Public Body

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____ Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature

Date

Title (position)

-OR-

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

Signature

Date

Title (position)

APPENDIX 8

**REQUEST FOR BIDS
RFP#: 2017-03**

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

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

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

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

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

Company Name of Bidder _____

Title _____ Date _____

Address _____

City/State/Zip Code _____

Telephone Number _____ Fax No. _____

Signature _____

Printed Name _____ Email Address _____

APPENDIX 9

REQUEST FOR BIDS

RFP#: 2017-03

DRAFT CONTRACT

This Contract ("Contract") made and entered into on the date last entered below, by and between _____ ("Contractor"), and Mid-Region Council of Governments, the Rio Metro Regional Transit District ("RMRTD"), a New Mexico political subdivision created pursuant to the Regional Transit District Act, Sections 73-25-1 through 73-25-18, NMSA 1978, herein referred to as "Parties."

RECITALS

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

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

Section 1. Miscellaneous Representations

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

B. The Parties have the right and power to enter into this Contract.

Section 2. Scope of Services

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

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

C. Contractor designates _____ as Contractor's Project Manager. Contractor's Project Manager shall transmit all work product and invoices to the Project Managers. The Contractor Project Manager shall direct the technical aspects of the Services; however, the Contractor may provide additional qualified personnel to meet its obligations under this Contract. Contractor shall provide to the Parties a statement of qualifications for each individual performing

work under this Contract when requested to do so by the Parties. Any change in Contractor's appointment of its Project Manager shall not be allowed until approved in writing by RMRTD.

Section 3. Compensation and Method of Payment

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

Section 4. Method of Payment.

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

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

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

Section 5. Time of Performance

The Services described herein shall commence on the date this Contract is executed and shall be completed within one (1) year, unless the time for completion is extended pursuant to Option to Extend Term contract clause contained herein.

Section 6. Option to Extend Term

A. The Parties may extend the term of this Contract for up to three (3) years in one (1) year increments by written notice to the Contractor. If feasible, RMRTD shall give Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the Contract expires. The preliminary notice does not commit the Parties to an extension, and any absence of notice shall not affect the validity of any exercise of the option to extend the term of this Contract.

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

C. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed four (4) years.

Section 7. Independent Contractor

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

Section 8. Personnel

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

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

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

Section 9. Insurance

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

If the Contractor sublets, assigns or otherwise transfers any interest in any part of this Contract, the Contractor shall include any or all transferees in the Contractor's insurance policies or require such transferees to secure insurance to cover all hazards enumerated in this Contract that are not covered by the Contractor's insurance policies.

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

B. The Contractor shall furnish the Parties with certificates of insurance, substantially the same as attached hereto in Exhibit B, and shall deliver said certificates to the Project Manager, MRCOG 809 Copper Ave., N.W., Albuquerque, New Mexico 87102. All insurance certificates shall provide that thirty (30) days written notice be given to the Project Manager before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. A certificate or policy which states that the failure to give the Parties notice imposes no liability or obligation on the insurer shall not be in compliance with this Section. For instance, certificates or policies stating that the insurance company shall "endeavor to notify" and that "failure

to give such notice imposes no obligation" on the insurance company are unacceptable to the Parties. Documents establishing the continuation or replacement of insurance shall be received by the Parties no less than thirty (30) days prior to the expiration of the insurance coverage.

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

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

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

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

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

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

Section 10. Reports, Information and Ownership of Documents

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

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

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

D. Computer Program Licensing Contracts. The Parties shall have the option to require (at Parties cost) that the Contractor provide any and all computer licensing Contracts necessary to permit the Parties to use computer programs and data related to the services performed by Contractor under this Contract.

E. Future Use. The Parties' use of computer programs and computer stored data developed under the requirements of this Contract for purposes other than the services required of Contractor as specified in this Contract shall be at the Parties' risk, and Contractor shall be held harmless for such use. Contractor does not represent that the computer programs and computer data developed under this Contract are suitable for reuse under different conditions. This paragraph shall not apply to the performance of this Contract nor in instances where the Contractor is retained to perform subsequent services using the work product developed pursuant to this Contract.

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

Section 11. Establishment and Maintenance of Records

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

Section 12. Audits and Inspections

A. At any time during normal business hours and as often as the Parties may deem necessary,

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

Section 13. Changes

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

Section 14. Suspension

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

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

Section 15. Termination

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

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

B. Termination by the Parties: twenty (20) day notice. The Parties may terminate this Contract

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

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

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

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

Section 16. Special Federal Provisions

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

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

B. Buy America. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part

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

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

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

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

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

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

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

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

J. Recycled Products. The Contractor agrees to comply with all the requirements of Section

6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

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

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

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

N. Civil Rights Compliance. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract: Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332,

the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies undertaken in the course of the Project.

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

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

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

O. Disadvantaged Business Enterprise. The contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Rio Metro Transit District (RMTD) adheres to the annual DBE goal established by the State. The overall goal for DBE participation utilizing race-neutral measures is 3.94%. A list of certified Disadvantage Business Enterprises can be obtained from the New Mexico Department of Transportation, Office of Equal Employment Opportunity Programs (OEOP), P.O. Box 1148, Santa Fe, New Mexico 87504-1148 or from the following state website:

<https://nmdot.dbesystem.com/FrontEnd/VendorSearchPublic.asp?TN=nmdot&XID=177>.

P. A separate contract goal has not been established for this procurement.

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

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

The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work. In addition, the Contractor may not hold retainage from its subcontractors.

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

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

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

Definitions. As used in this Special Provision:

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

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

Safety. The Contractor is encouraged to:

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

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

safety risks associated with texting while driving.

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

Section 17. General Conditions

A. Contract Interpretation.

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

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

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

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

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

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

7) **Exhibits Certificates, Documents Incorporated and Attachments.**

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

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

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

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

B. Discrimination Prohibited.

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

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

3) The Contractor, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration of this Contract, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor shall use the Parties facilities (when applicable) in

compliance with all other requirements imposed by, or pursuant to, the New Mexico Human Rights Act, and 49 CFR Parts 21 and 23, and as said regulations may be amended.

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

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

C. Indemnification Contract.

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

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

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

4) Scope of Indemnification. With respect to any liability, claims, damages, losses or costs that are caused by, or arise out of, the acts or omissions of the Contractor or its officers, employees or agents, the Contractor shall: (a) investigate or cause the investigation of such liability, claims, damages, losses or costs, (b) negotiate or cause to be negotiated all claims made, even when Contractor considers such claims to be groundless, false or fraudulent in the name of the Parties and on behalf of the Parties, (c) and satisfy judgments finally establishing the liability of the Parties in all actions for which the Contractor is obligated to indemnify the Parties, including its officers, employees or agents, pursuant to this section, and (d) pay, or cause to be paid: (1) all costs assessed against the Parties in any such legal proceeding, (2) any interest accruing up to the date of payment by Contractor, (3) all premiums charged upon appeal bonds required in such proceedings, and (4) all expenses incurred by the Parties for investigation, negotiation, and defense, including but not limited to expert witnesses' and attorneys' fees incurred.

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

any third party which may have caused or contributed to the event for which Contractor indemnifies the Parties.

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

E. Ethics.

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

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

F. Approvals, Consents and Notices.

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

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

Contractor:
Contractor Official:
Title:
Certified Mail:

Personal Delivery:

Telephone:

FAX Transmission:

E-Mail Address:

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

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

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

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

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

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

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

L. Patents and Trademarks. Contractor represents that it is the owner or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its performance under this Contract. Contractor agrees to defend, indemnify and hold harmless the Parties, pursuant to the Indemnification Contract above, from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark, copyright, trade secret or proprietary right, or arising from any alleged or actual unfair competition or other similar claim arising out the performance of this Contract by Contractor. In the event a

claim is made that the use of materials is such an infringement, the Contractor shall either procure for the Parties the right to continue using such materials, make modifications resulting in the elimination of the infringement (and continue to meet the requirements of this Contract) or replace such material with non-infringing materials of a like functionality that meet the requirements of this Contract.

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

INTENTIONALLY LEFT BLANK

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

MID REGION COUNCIL OF GOVERNEMENTS

By: _____
Director

Date: _____

CONTRACTOR

By: _____

Date: _____

Title: _____

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

Federal Taxation I.D. Number:

APPROVED AS TO FORM

By: _____
Legal Counsel

Date: _____

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF FEES

EXHIBIT C

CERTIFICATE OF INSURANCE FORM

EXHIBIT C

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