

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544

(505) 709-5503

Advertised: **March 26, 2024**

Closing Date: **April 25, 2024**

Non-Mandatory Virtual Pre-Proposal Conference: **April 9, 2024, 10:00 a.m. Mountain Time**

Request for Proposals ("RFP")

RFP Number: 24-37

RFP Name: Microtransit and Paratransit Software

SPECIAL INFORMATION RELATED TO THIS RFP:

1. **Demonstrations.** The Incorporated County of Los Alamos ("County") is requesting virtual software demonstrations, to ensure full understanding and conformation with the solicitation requirements and to ensure Offeror's ability to meet the Scope of Services. Demonstrations will be scheduled at dates and times agreed upon by County and Offeror. More details about demonstration requirements are provided herein under the "Virtual Software Demonstrations" section.
2. **The following terms may be used interchangeably throughout the RFP:**
 - "Offeror," "Contractor," and "Vendor"
 - "Proposal," "Response," and "Submittal"
 - "Software," "Solution," "System,"

GRANT RELATED INFORMATION AND REQUIREMENTS:

1. **Federal Funding.** This project is wholly or partially funded with Federal Transit Administration ("FTA") funds, which are administered by the New Mexico Department of Transportation ("NMDOT") through the subrecipient grant agreement ("M01903") between NMDOT and the County. As part of any response to this solicitation, Offerors should affirm ability to meet federal grant requirements contained herein. Offerors that cannot affirm ability to meet these requirements may be deemed non-responsive.
2. **FTA Required Clauses.** Applicable Federal regulations will apply, including and not limited to those found in Exhibit H FTA Required Clauses. Offerors must review and certify that they have read and understand all contract clauses, attachments, and certifications. The awarded Contractor will perform the work in compliance with applicable FTA, state, and County procurement requirements.
3. **Disadvantage Business Enterprise ("DBE") Information.**
 - 3.1. County wishes to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal Funds. In this regard, County and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts.
 - 3.2. County and its contractors shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of U.S. DOT assisted contracts. County will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
 - 3.3. County is responsible for complying with the requirements contained in the DBE Certification 1 from M01903, which is attached hereto as Exhibit J. Exhibit J is provided for informational purposes only. All statements of Exhibit J may not be applicable to this procurement.
 - 3.4. If you are a DBE and would like assistance to participate in this RFP, as described in Exhibit J, please contact Jaime Kephart, Contract Manager, at jaime.kephart@lacnm.us or (505)709-5503.

- 3.5. To demonstrate DBE status, Offerors must submit with their Proposals evidence of their current DBE certification provided by NMDOT.
4. **Lobbying Certification.** Before awarding a third-party contract exceeding \$100,000.00, County must obtain a signed Lobbying Certification from the contractor. Each tier below the contractor awarded a subcontract exceeding \$100,000.00 shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the County. Offerors must submit with their Proposals all required signed Lobbying Certifications, attached hereto as Exhibit I.
5. **Debarment.** In addition to reviewing the certifications made in Exhibit B Certification Regarding Debarment, Suspension, and Other Responsibility Matters, County reserves the right to verify debarment status on the SAM.gov website.
6. **Determination of Responsibility Under Federal Grant Requirements.** To be deemed responsible, Offerors must meet all of the following requirements. **Offerors are asked to affirm and describe in their proposals how they meet these requirements.**
- 6.1. Have the financial resources adequate to perform the contract or the ability to obtain them;
 - 6.2. Have the ability to meet the required delivery or performance schedule, taking into consideration all existing commitments;
 - 6.3. Have a satisfactory performance record;
 - 6.4. Have a satisfactory record of integrity and business ethics;
 - 6.5. Be neither debarred nor suspended from Federal programs under DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. parts 180 and 1200, or under the FAR at 48 C.F.R. part 9, subpart 9.4;
 - 6.6. Have the necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them;
 - 6.7. Be in compliance with applicable licensing and tax laws and regulations;
 - 6.8. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
 - 6.9. Be in compliance with applicable Disadvantaged Business Enterprise (DBE) requirements; and
 - 6.10. Have other qualifications necessary to receive an award under applicable laws and regulations.

GENERAL INFORMATION

1. Proposals in response to this RFP may be submitted either in paper form, in a sealed envelope, or electronically by email. Only one of the following submission methods is required:
2. **ELECTRONIC SUBMISSION:** Emails should be addressed to: lacbid@lacnm.us. Subject line **must** contain the following information: **RESPONSE – RFP24-37 Microtransit and Paratransit Software**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to Jaime Kephart, Contract Manager at jaime.kephart@lacnm.us to confirm the Proposal was received.

The body of the email should contain enough information for the identity of the Proposer to be clear, including company name, name of person sending the email, and contact information including email address and phone number.

Only emails with proposals received in the lacbid@lacnm.us email box prior to **2:00 p.m. Mountain Time, April 25, 2024** will be reviewed.

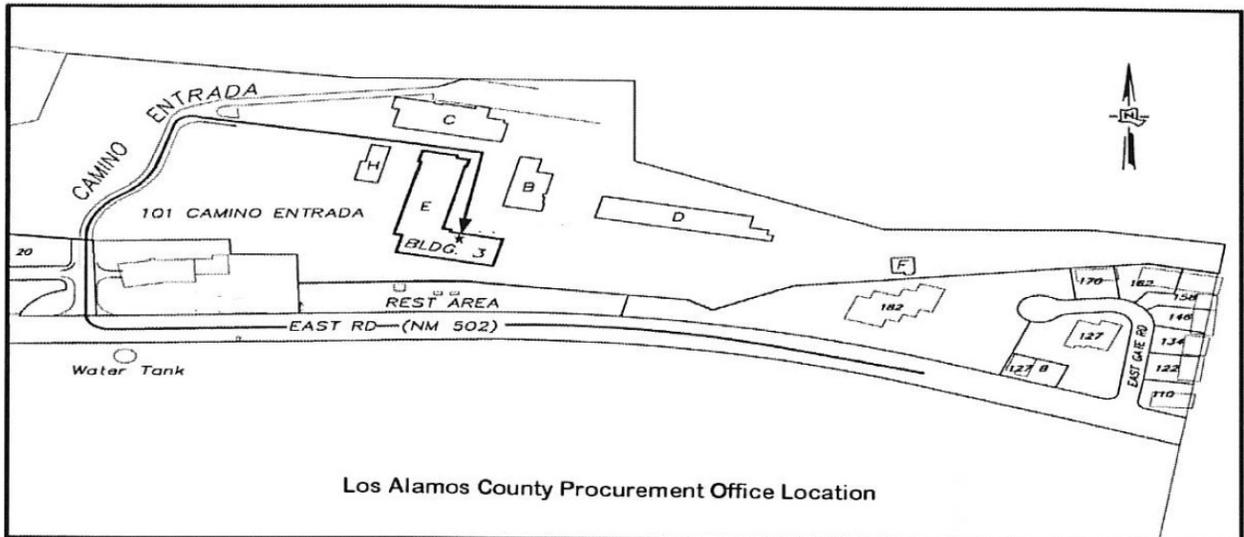
Proposals submitted by email will be opened only after the closing date and time stated in the solicitation document.

3. **PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) USB flash drive or CD, will be accepted at the Office of the Chief Purchasing Officer, Procurement Division - 101 Camino Entrada, Building 3, Los Alamos, NM 87544, until **2:00 p.m. Mountain Time, April 25, 2024** for this solicitation. **Clearly mark the RFP Number and Name and**

Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label. The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to ensure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.

4. Directions to Procurement office:

1. Drive WEST on NM-502 to Los Alamos.
 - Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.
2. Turn RIGHT on Camino Entrada.
 - Road slopes downhill and curves to the right.
3. Take second RIGHT into driveway through gated fence (before the stone sign "Pajarito Cliffs Site").
 - Follow the signs to Building 3, the L-shaped building in the center of the complex.
 - If you pass the Holiday Inn Express and the Airport, you've gone too far.
4. Enter glass door marked "PROCUREMENT." *See map below.*



5. The County invites Proposals from all qualified respondents. No Proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. Please **include the required documents provided in this RFP as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror's expense.
6. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
7. Any questions must be received in writing at least five (5) days prior to the date fixed for when proposals are due.
8. The County reserves the right, at its sole discretion, to accept or reject any proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to the County. While the County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding the County to enter into a contract with any Offeror or Proposer.

9. Bids and Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFP/IFB shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, proposals shall be considered public documents and available for review and copying by the public.
10. The County contemplates a multi-term contract as a result of this RFP. The term of the contract may be for a period of up to 15 years. This is the written determination of the Chief Purchasing Officer that such a contract will serve the best interests of the County by promoting economies in County procurement.
11. Proposers must propose pricing for each potential year of the contract.
12. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
13. **A non-mandatory virtual Pre-Proposal Meeting will be held on April 9, 2024 at 10:00a.m. Mountain Time via GoToMeeting. The meeting can be accessed at this link:**
<https://tinyurl.com/RFP24-37>

CONTACT INFORMATION

To request documents or for procurement process or project specific information, contact the following and include all contacts listed on all correspondence sent via e-mail:

1. Jaime Kephart, Contract Manager, at jaime.kephart@lacnm.us or (505)709-5503
2. James Barela, Project Manager, at james.barela@lacnm.us
3. As an additional courtesy to interested parties, this RFP and related documents may also be downloaded from the County's website at <https://lacnm.com/bids>.

NEED STATEMENT

The Incorporated City and County of Los Alamos (“County”) is seeking a qualified service provider to provide a fully hosted Microtransit and Paratransit Software (“Software”) Software as a Service (“SaaS”) for the County Transit Division a.k.a “Atomic City Transit or ACT (“Transit”) that complies with all federal, state, and local laws, rules and regulations, to meet the public transportation scheduling and route planning needs of County and the Los Alamos public and to provide project implementation and management services to implement the Software (“Project”).

BACKGROUND

- 1. General County Background Information About Los Alamos County.** The County is situated at the foot of the Jemez Mountains on the Pajarito Plateau with an elevation ranging from 6,200 feet to 9,200 feet. Two distinct communities, Los Alamos Town site and White Rock, each with its own visitor center, are home to ~19,000 people. Los Alamos is mostly known for the historic accomplishments of its largest employer, Los Alamos National Laboratory (“LANL”), and continues to gain notice for its vast scenic assets and recreational opportunities. Visit the Los Alamos County website (www.losalamosnm.us) and the tourism website (www.visitlosalamos.org) for more information.
- 2.** This background information is provided here for informational background purposes only and may not be indicative of the future state of County’s transit operations throughout the term of an agreement with the selected Offeror. Proposals should include scalable costs and features to account for any increases, decreases, or changes to utilization of County’s transit services or to County’s transit operations throughout the term of an agreement.
- 3. About Transit and Relevant Technology Utilized by Transit and County.**
 - 3.1.** Transit has been investigating Microtransit solutions in order to help expand the options for first/last mile using a shared ride approach where the main points of interest are nodes in Transit’s service. To be consistent with County Transit services, this type of service must be fully compliant with the Americans with Disabilities Act (“ADA”) and Title VI of the Civil Rights Act of 1964 (“Title VI”). In order to meet these requirements for the new service, the Transit shared ride vehicles are ADA and Title VI compliant. The County is currently planning to conduct a pilot for Microtransit services with two (2) zones operating at different times of the day, with the option of expanding to additional zones in the future.
 - 3.2.** The County seeks to provide a better quality of service to its residents with on-demand Microtransit as a new public transportation option that is:
 - A safe and reliable operation;
 - Economic to operate and maintain;
 - Provides optimum performance, comfort, and safety; and
 - Fully complies with all applicable local, state, and federal laws, rules, regulations, and standards.
 - 3.3.** Transit currently utilizes Remix as a platform for planning, evaluating, and scheduling public transit service. It provides an easy way for staff to collaborate and determine the effects of different service options on travel time, availability to the community, and cost. This service uses the General Transit Feed Specification (“GTFS”) data and service information to allow staff to create daily vehicle and operator schedules.
 - 3.4.** Transit currently uses myAvail, which is an enterprise transit management software (“ETMS”) that helps the County improve efficiency, tracking, and compliance. It aids dispatchers and provides at-a-glance information about bus location, condition, schedule and predicted issues. It manages in real-time with immediate access to up-to-date operations information.
 - 3.5.** Transit currently utilizes ADEPT by StrataGen paratransit software for demand response transit. This is “origin to destination” transportation service for individuals with disabilities who cannot use the regular bus service. Door-to-door service is the primary way the ACT Assist service is operated.
 - 3.6.** Transit currently utilizes Transit Solutions, LLC, for its surveillance camera system. This is an On-Board Video Surveillance System and Software for Public Transit. This includes, multiple camera views and vehicle operating data, such as GPS location, turn signals, and vehicle speed.

4. Information Related to This RFP. Offerors are encouraged to review the following information prior to submitting Proposals and **are encouraged to submit in writing any questions about the County's Transit services prior to the RFP closing date** so that the County may respond and provide additional information via addendum to all potential Offerors.

ACT Assist Demand Response Services	https://www.losalamosnm.us/Services/Atomic-City-Transit/Demand-Response
Map of Current Routes	https://www.losalamosnm.us/Services/Atomic-City-Transit/Routes-Schedules
Download GTFS Files, which are feeds used to provide data to programs that can enhance rider experience, such as Google Transit	https://gtfs.remix.com/act_los_alamos_nm_us.zip
Transit Plan Studies and Reports	https://www.losalamosnm.us/Services/Atomic-City-Transit/Transit-Updated-Plan
Estimated Annual Revenue Hours	<ul style="list-style-type: none"> • Dial-a-Ride: 410 • ACT Assist: 1,789 • Special: 321 • Fixed-Route: 21,449
Passenger utilization statistics	<ul style="list-style-type: none"> • Dial-a-Ride: 1,252 (5.26 daily avg) • ACT Assist: 3,031 (12.22 daily avg) • Special: 5,060 (87.24 daily avg) • Fixed-Route: 254,990 (198.75 daily avg)
Amount collected through fares	County does not currently collect any fares for its Transit services.
Number of vehicles in the current fleet Transit plans to dedicate to providing Microtransit services.	Maximum of 9 buses

SCOPE OF SERVICES (or WORK)

The successful Offeror (“Contractor”) shall provide some or all the following services. All items necessary for the successful delivery of Services may not be included in the proposed Scope of Services herein. Offerors are expected to identify and highlight in their Proposal any deviations or modifications to the proposed Scope of Services that may be deemed necessary or might aid in successfully implementing and delivering Services.

1. Software Requirements.

1.1. Licensing and/or Subscription. Selected Offeror shall provide for County a Software-as-a-Service (“SaaS”) solution that is a cloud based and hosted software program, developed, owned, and operated by Contractor (“System,” “Software,” or “Solution”) that complies with all federal, state, and local laws, rules, and regulations to provide microtransit and paratransit scheduling and reporting services to Transit. Offerors are asked to describe in their RFP response all related licensing or subscription information County will be asked to consider prior to utilizing the Services.

1.2. Maintenance and Support Services and Service Level Agreement.

1.2.1. Contractor shall use commercially reasonable efforts to make sure the Software is available with the uptime percentage proposed in Contractor’s RFP response. Offerors are asked to describe in their RFP response their Service Level Agreement (“SLA”), guaranteed uptime for their software, describe any remedy or rebates should Offeror not meet the service commitment, and describe how such a remedy or rebate would be applied throughout the term of an agreement.

1.2.2. Contractor shall provide product maintenance and customer support throughout the term of an Agreement. Offerors are asked to describe in their RFP response all offered Software maintenance and support services and tools, including software patches and updates, access to any available online libraries, issue reporting tools, toll-free numbers, hours of service, process for requesting after-hours support in case of emergencies, and the process for issue resolution and/or escalation. Descriptions of offered support should be separated between the support offered to different types of Users so that the level of support and methods for requesting support for each different type of User is clear and all support costs must be provided in Offeror’s cost Proposal in Exhibit G.

1.2.3. Contractor shall provide and adhere to a communication plan for communicating system upgrades and all other maintenance and service interruptions. Offerors are asked to describe this communication plan in their Proposals, which should include, but is not limited to the following:

1.2.3.1. The methodology for testing and certifying upgrades and patches to ensure that they work properly and the mechanism of versioning rollback in case of issues;

1.2.3.2. The process of applying upgrades and patches including if there are County responsibilities and a responsibility matrix for the tasks involved;

1.2.3.3. A brief history of product upgrades and interim patches or fixes released in the last eighteen (18) months; and

1.2.3.4. Identification of the most current stable release and patch level, certified for support, for all software and firmware and acknowledge that all software and firmware will be installed to those levels.

1.3. Warranty. Contractor shall, at a minimum, warrant that the Software shall be without material defects for the term of an Agreement. If Software does not perform as warranted, Contractor shall use reasonable efforts, consistent with industry standards to cure the material defects or provide County with a functional equivalent at no additional cost. Offerors are asked to describe in their RFP response their warranty for Software

performance.

1.4. Data Security and Ownership. Offerors are asked to describe in detail in their RFP response how they provide data security and are asked to note any deviations or exceptions to the data security and ownership stated here in the Scope of Services.

1.4.1. At a minimum, Contractor shall maintain adequate security and disaster recovery protocols. Contractor's Cloud Service Provider ("CSP") and data center, preferably in Government Cloud ("GCC"), shall be located within the United States. Offerors are asked to describe the following in their Proposal:

1.4.1.1. How the solution meets any applicable statutory requirements for data;

1.4.1.2. Security measures in place to protect the System and its data, including disaster recovery and continuity plans;

1.4.1.3. Information on hosted or cloud service provider's data center, including location and internet connectivity, and information security compliance;

1.4.1.4. Identify any encryption algorithms used; and

1.4.1.5. The policies that apply to and notification measures to be used in the event of a security breach;

1.4.2. All data that: (i) is owned by County; and (ii) uploaded into the Software will remain owned by County. County is responsible for the accuracy and legality of all such data and shall represent and warrant the right to use and manage all data in connection with its use of the Software. Use of Contractor's Software confers no ownership rights to the Contractor and County materials and data may be used by the Contractor only as necessary to provide contracted Services.

1.4.3. County may request and Contractor shall provide a data extract at any time in various formats including, but not limited to, comma separated value ("CSV") or Microsoft SQL Server ("MSSQL"). Offerors are asked to describe access to the County's data via Open Database Connectivity ("ODBC") or alternative method, and any limitations to that access. Affirm the ability to provide data to County within a forty-eight (48) hour window or describe Offeror's proposed timeframe.

1.4.4. Contractor shall provide any other records requested by the County for response to Public Records Inspection requests under NMSA 1978, Chapter 14, Article 2. Offerors are asked to describe support provided for performing legal discovery on the System.

1.4.5. Upon termination of an Agreement, Contractor shall provide all data to County in CSV or MSSQL format, or a different format agreed to by County. Contractor shall then ensure destruction of any remaining County data in their system. Offerors are asked to describe the method(s) of turning over County data and providing a reader for that data upon termination of Services and describing how County's data would be recovered should Contractor cease operations.

2. Software Functional Descriptions, Technical Specifications, and Integration with County Systems.

2.1. Software Functional Descriptions and Technical Specifications.

2.1.1. Contractor's Software shall substantially conform to the functional descriptions and technical specifications proposed in Offeror's RFP response and agreed to by County.

2.1.2. Exhibit H describes County's base required, preferred, and optional Software functionality and technical specifications requested. County requests a complete and comprehensive list and description of all Software features and functionality currently offered that may be considered by County for inclusion in an Agreement with the selected Offeror, whether they are included as a standard part of the base

Software subscription or offered optionally for free or optionally for purchase for an additional fee.

2.1.2.1. Offerors are asked to describe in their RFP response, using Exhibit G additional and optional tools, features, functionality *that are included* by Offeror as part of the base Software subscription pricing, which may not already be described in Exhibit G, and include the pricing in their cost proposal.

2.1.2.2. Offerors are asked to describe in their RFP response, using Exhibit G any additional and optional, tools, features, and functionality offered *that are not included* by Offeror as part of the base Software subscription pricing, but may be purchased and included in an Agreement upon County request, and include pricing in their cost proposal.

2.2. System Users and Use.

2.2.1. Authorized County users should, at a minimum, be able to access the Software via local personal computer (PC)-based internet browsers and the internet through secure internet connections and protocols. Software should have the ability to keep and maintain account usernames and passwords in a secure manner using industry standard encryption algorithms.

2.2.2. Offerors are asked to describe in their RFP response, using Exhibit F where requested how different types of users would be granted access to the Software and how many County users would be given access.

2.3. Integration with or Migration to County Systems. Offerors are asked to describe in their RFP response, using Exhibit G, if and how their proposed Software integrates with any of the systems described therein or any of the systems described herein under Background Information. At a minimum, software will have the ability to migrate existing passenger information databases into the Offeror's Software, including, but not limited to the following passenger information:

- Passenger names;
- Home addresses;
- Phone numbers;
- Emergency contact information;
- Eligibility type;
- Eligibility start and end dates;
- Equipment needs; and
- Paratransit application received dates.

3. **County Technical Standards.** Software shall conform to the applicable County requirements for hybrid or cloud/hosted solutions as defined in the Los Alamos County Technology Standards provided in Exhibit E. Offerors are asked to affirm in their RFP response, using Exhibit E, that their proposed Software Solution is in conformance with the applicable requirements and to briefly describe how they meet the requirements, or describe alternate methods for how they meet applicable requirements. County may, at County's sole option, consider proposed Software Solutions that offer an alternate method for meeting applicable requirements.

4. **Compliance with Laws, Regulations, and Industry Standards and Audit Reports.** Contractor and Software shall, throughout the term of an Agreement, comply with any and all applicable provisions of local, state, or federal law regulating such Software. Offerors are asked to describe in their RFP response their compliance with applicable laws, regulations, and industry standards and to describe any regulatory compliance related assistance Offeror may provide to County and any associated costs. **It is expected that Offerors have knowledge of all applicable industry standards, laws, and regulations and are able to fully describe how they comply.**

4.1. **National Transit Database Requirements ("NTD"):** Software will, at a minimum, provide a reporting system that meets NTD requirements, which must provide totals by mode for a user definable period of time. The reports shall be exportable to an interactive file format such as CSV

tables or Microsoft Excel. The Software will also differentiate general public on-demand service and paratransit trip data as needed. Some examples of required data include unlinked passenger trips, revenue miles, platform miles, revenue hours, platform hours, passenger miles, passenger hours, and vehicles operated at maximum service.

5. **Project Initiation Meeting.** Contractor shall, within ten (10) business days from the Effective Date of an Agreement, or within a timeframe proposed in Offerors RFP response and agreed to by the County, schedule a Project Initiation Meeting with the County's Project Manager and designated County staff ("Project Team") at a date, time, and format to be agreed upon by both Parties. Offerors are asked to propose in their RFP response their process for scheduling and conducting a virtual Project Initiation Meeting, the length of the meeting, the materials Offeror would provide, any deliverables to be prepared in advance, and any additional topics to be addressed during the Project Initiation Meeting. As part of the Project Initiation Meeting, the Parties shall, at a minimum, unless otherwise proposed by Offeror in their RFP response and agreed to by County:
 - 5.1. Establish a mutually agreed upon Project Schedule to accomplish key tasks with durations for each task conforming substantially to the Offeror's Proposed Project Plan and Schedule. The Project Plan and Schedule shall include, at a minimum, due dates for deliverables, Project phases, and milestones.
 - 5.2. Review the scope of work and identify any Project issues to be addressed in the course of the Project.
 - 5.3. Establish communication protocols, meeting frequency, and meeting format, with meetings occurring online in a virtual format.
 - 5.4. Identify document format and data transfer methods between Contractor and Project Team related to the performance of the Agreement.
 - 5.5. Contractor shall provide detailed and complete written documentation of this meeting and a Project Plan and Schedule to the County within ten (10) business days of the meeting. The Project Plan and Schedule shall be subject to the County Project Manager review and approval and Project Implementation shall commence only after the County approval of the Project Plan and Schedule, which may be adjusted throughout Project implementation upon mutual written agreement of both parties.

6. Project Management

- 6.1. Contractor shall provide experienced, competent, and knowledgeable staff to provide Project management services for the successful implementation of the Software, which may include, but may not be limited to Project planning in coordination with the County's Project Manager; data transfer from County's current records, Project monitoring, control, and reporting; Project development and execution of tasks; scope management; risk management; and Project scheduling.
- 6.2. County and Contractor shall designate in writing a primary contact (the "Project Manager") to represent each party to serve as a primary point of contact, to manage the overall implementation, and help coordinate personnel during the design, development, installation, training, and maintenance of the System.
- 6.3. County shall not be liable for, and shall provide no insurance for, any loss or damage incurred by Contractor or its employees, agents, contractors, or subcontractors or to equipment or property owned by Contractor, regardless of whether such losses are insured by Contractor.
- 6.4. Contractor shall provide experienced, competent, and knowledgeable staff to successfully complete the implementation and any mutually agreeable Project Implementation Management Plan and Project Plan. In the event that any Contractor employee is found to be unacceptable to County, in County's reasonable discretion, Contractor will be given an opportunity to cure the deficiency upon notice thereof from County. In the event the deficiency persists, County may require removal of the employee. Contractor shall provide a suitable replacement, acceptable to County in its reasonable discretion, as soon as reasonably possible. To the extent County delays in confirming Contractor's proposed replacement, Contractor will not be held liable for project delays that arise because of

County's delay.

- 6.5. County acknowledges that Contractor assigned personnel may leave the project for reasons outside Contractor's control, such as resignation, medical leave, or similar absences. Contractor shall use its best efforts to ensure the continuity of Contractor employees assigned to the County's implementation. Should Contractor remove or reassign those of its employees assigned to perform Services, Contractor will, a) provide reasonable advance notice to County, and b) assign alternate employees with equivalent or greater competence, knowledge, and experience to perform Services hereunder within a commercially reasonable timeframe. Contractor's failure to provide the continuity of Contractor employees shall result in Contractor's sole responsibility for any delay and/or cost for such failure.
- 6.6. Contractor's personnel and subcontractors, if any, shall observe all applicable laws, rules and policies of County, while providing Services for County, working on County's premises, and working remotely on County systems.
- 6.7. Contractor shall represent and warrant to County, with respect to the Services to be performed, that each of its employees assigned to perform those Services shall have the proper skill, training, and background to be able to perform his or her assigned Service(s) in a competent and professional manner, and that all Services will be performed in accordance with the resulting Agreement.
- 6.8. County acknowledges that the implementation is a cooperative process requiring the time and resources of County personnel. County shall, and shall cause County personnel to, use all reasonable efforts to cooperate with and assist Contractor as may be reasonably required to timely implement the Products as mutually agreed Contractor shall not be liable for County's failure(s) to comply with the foregoing commitment.

7. Project Implementation.

- 7.1.1. The County's preference is to conduct all project implementation and training tasks remotely with Contractor.
- 7.1.2. The County's preference is that Offerors use a table or spreadsheet format or a critical path schedule generated from a project management software to provide this information in summarized form with a more detailed narrative provided separately to explain Offeror's approach and methodology.
- 7.1.3. Project phases proposed should include, but should not be limited to, a phase for initial set-up, implementation, and training of a smaller group comprised of the County's Project Implementation Team, and a separate later phase to include user account set-up, rollout, and training to a larger group of County-wide system users and administrators, including dispatchers, drivers, and administrative staff. All training should be described in more detail as described in section 8 below.
- 7.1.4. Offerors are asked to state the estimated length of complete implementation for the County. Rather than using a specific start date, Offerors are asked to use "Upon the Effective Date of an Agreement" as their starting date and conclude with the conclusion of system testing and acceptance and a minimum "30-day System Reliability Testing Post Go Live" period to define the estimated length of time project phases or tasks may take to complete.
- 7.1.5. **Offerors should include in the proposed schedule a phase or task that includes coordination with the County's Information Management staff to perform any integrations or data migration described herein, and specifically identified in section 2.3.**

- 7.1.6. Offerors are asked to describe their methodology for developing Test Plans during implementation to ensure proper setup and functionality of all features prior to the County acceptance of each deliverable and prior to the County's overall system acceptance prior to Go Live. Describe the methodology for User Acceptance and Final Acceptance and describe any other processes that are employed for quality assurance. Include these phases or tasks in the proposed implementation strategy and schedule.
- 7.1.7. The proposed strategy, schedule, and naming conventions used in the narrative and proposed schedule should align clearly with the Project Management and Implementation costs and deliverables proposed in Exhibit G should clearly demonstrate costs associated with each task or phase of implementation.
- 7.2. Offerors are asked to describe their project change order process and controls during the implementation.
- 7.3. If proposing progress payments throughout Project implementation, Offerors should affirm their understanding that the County will only pay for services successfully provided and accepted as complete by the Project Manager, should describe their process for obtaining acceptance of completion by the Project Manager, and should describe at which stages or phases in the implementation payments would be requested by Offeror after deliverables or milestones are accepted by the County.
- 7.4. Offerors are asked to disclose if any national and regional user groups exist or if Offeror provides online forum access for users to meet and discuss the different ways in which the system can be implemented.

8. Training and Consulting.

- 8.1. Contractor shall provide, upon County's request, training or consulting to County staff for the use of the Software. Offerors are asked to describe in detail in their RFP response, using Exhibit G Tab 05, all training and consulting Offeror may provide throughout the term of an Agreement, the length of the training, the format of the training (e.g., virtual or in-person), the cost per session, the total number of attendees allowed, and specifically which training and consulting is included in Year 1 Project Management and Implementation Services and which training is available after conclusion of Project Implementation. Year 1 Training during Project implementation should include, at a minimum:
 - 8.1.1. Training sessions for the Project Team, dispatchers, drivers and administrative staff; and
 - 8.1.2. Customer product adoption training and advertising and marketing best practices training to assist the County in the promotion of the new service mode to ensure success.
- 8.2. Offerors are asked to include in Proposals a list of any subcontractors or third parties Offeror may use to provide training and consulting services.

9. Additional, Optional, and Future Functionality and Services. For award of an agreement, County requires a not to-exceed ("NTE") amount for total compensation for the entire term of an agreement. In order to estimate the total NTE amount of a potential agreement, the County requests proposed pricing or a proposed pricing mechanism for additional, optional, and future functionality and services, which may include, but is not limited to tools, modules, apps, add-ons, or professional services not specifically named or requested herein. County's desire is for Offerors to propose all potential additional, optional, and future functionality and services and all associated fees for County's consideration.

- 9.1. **No-Cost Offerings.** Contractor, as part of the Service, throughout the term of an Agreement may offer *at no additional cost to the County*, additional, optional, and future functionality and services not specifically named herein or in the RFP response and may provide such free services upon County request.

- 9.1.1.** For such free offerings and enhancements, Offerors are asked to describe in their RFP response their migration, customization, upgrade process, and change order process and controls for the addition of these additional, optional, and future functionality and services after completion of Project Implementation and initial System acceptance and how they would be made available to County.
- 9.2. Offerings for a Fee.** Contractor, as part of the Service, throughout the term of an Agreement may offer additional, optional, and future functionality and services, not specifically named herein, *at an additional cost to the County*, provided sufficient information about the process for implementation, customization, upgrades, costs and pricing details are provided in the Offeror's RFP response and included in the awarded Agreement.
- 9.2.1.** Offerors are asked to describe in their RFP response their migration, customization, upgrade process, and change order process and controls for the addition of additional, optional, and future functionality and services after completion of Project Implementation and initial System acceptance; how they would be made available to County; and describe how they would be priced as they become available (e.g., on a per quote/per project basis).
- 9.2.2.** Offerors should propose in their RFP response, using Exhibit G, their fees and **hourly rates, for all applicable personnel types**, that would be charged throughout the term of an Agreement to provide any future implementation or professional services County may require and request.
- 9.3. Possible Future Replacement or Implementation of Integrated Systems.** If the County replaces any of the systems named herein, throughout the term of an Agreement with the selected Offeror or implements other new software that must integrate with the Contractor's Software, Contractor will work with County to ensure integration between County's new systems and Contractor's Software, if integration is possible, and will provide other implementation services that may be necessary for integration. Offerors are asked to propose hourly rates, or some other type of fee structure, to provide such professional services throughout the term of an agreement and describe their process for County to request such integration services in the future.

ESTIMATED RFP PROCESS DATES

The estimated dates of the RFP process are strictly for informational purposes only, are tentatively planned as follows, and at County's discretion, may be subject to change without prior notification:

RFP Process	Estimated Dates
Advertise RFP	March 26, 2024
Non-Mandatory Pre-Proposal Meeting	April 9, 2024
Date Proposals are Due	April 25, 2024
Demos, Evaluation, and Selection	April 25 – May 31, 2024
Contract Preparation and Review Period	May 31 – July 18, 2024
Award Contract/Council Approval (Council Approval required for agreements of \$300,000.00 or greater.)	July 30, 2024

PROPOSAL REVIEW AND EVALUATION

Proposals shall be handled so as to prevent disclosure of the identity of any Offeror or the contents of any proposal to competing Offerors during the process of negotiation. See also Special Information Related to this RFP above.

After the RFP has closed, Procurement Division staff prepares a register of proposals containing the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals is open to public inspection only after contract award. Procurement Division staff delivers the RFP submittals to the Evaluation Committee Chairperson. The Evaluation Committee reviews and evaluates the submittals. Interviews are only for the purpose of clarification and may be used for adjusting the final score. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with solicitation requirements for the purpose of obtaining best and final offers.

The Evaluation Committee Chairperson forwards the final evaluation results to the Procurement Division. Award shall be made to the responsible Offeror whose proposal is determined in writing by the Evaluation Committee to be the most advantageous to the County, taking into consideration the evaluation criteria set forth in the solicitation.

AWARD OF SOLICITATION

Following award of the solicitation by the County Council, the successful Offeror will be required to execute a contract with the County in accordance with the terms and conditions set forth in the Services Agreement, a sample of which is attached as Exhibit A. Offeror may identify any exception or other requirements to the terms and provisions in the Services Agreement, along with proposed alternative language addressing the exception; the County may, but is not required to, negotiate changes in contract terms and provisions. The Services Agreement as finally agreed upon must be in form and content acceptable to County.

OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60- 300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

ILLEGAL ACTS

The Los Alamos County Procurement Code, Article 9, imposes remedies and penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

An Offeror is requested to complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit B, and submit with the proposal; if this exhibit is not included with the proposal, it must be provided prior to the evaluations of the received proposals, otherwise the Offeror's proposal will not be considered. This Form serves as a warrant of the Offeror's responsibility and may not necessarily preclude the vendor from consideration for award.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

A Campaign Contribution Disclosure Form is attached as Exhibit C. The Offeror is requested to complete and submit with the proposal. If Form is not submitted with the proposal, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

VERIFICATION OF AUTHORIZED OFFEROR

A Verification of Authorized Offeror Form is attached as Exhibit D. The Offeror is requested to complete and submit with the proposal. This Form provides County with the name and information of the authorized Officer who can obligate the selected firm in providing the services to Los Alamos County.

PROPOSAL FORMAT

1. Offerors should submit a Proposal to the County in the format described below. Information provided in the Proposal may be used in the contract between the successful Offeror and the County.
2. To facilitate the review process, County's preference, though not a requirement, is that Proposals be in 8.5X11 inch format, that they not exceed 100 pages, not including Exhibits or attachments; and general marketing materials should not exceed ten (10) pages of materials.
3. Unless otherwise specified herein, if submitted electronically, Proposal documents should be submitted in PDF format. Exhibits F and G should be submitted in MS Excel format.
4. Proposals should include, but need not be limited to, the Proposal Response Components (in addition to the Exhibits and attachments) as identified in the table below. For uniformity in the Proposal review process, please sequence Proposals as shown below using the same header names as below. Additional information may be included by Offerors in attachments, provided that Proposals include and address, in the sequence requested, the elements requested in the Proposal Format and Scope of Services.
5. **RFP responses should restate each section from the RFP Scope of Services**, as requested in the applicable Proposal Response Components below, to facilitate review and Evaluation and to affirm Offeror's understanding of County's expectations and the information requested in each section of the Scope of Services.
6. Proposal Response Components used to evaluate Proposals in the awarding of this contract are shown below under Proposal Evaluation Criteria. Per Section 9, General Information of this RFP, proposals are public records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under the RFP shall be presumed and are considered public records. **County declines to sign any non-disclosure agreements or confidentiality agreements submitted by potential Offerors prior to those Offerors submitting a response to this RFP or any part of the RFP.** Where Proposal Response Components requested below are also included in Evaluation Criteria, evaluation scores may reflect Offeror's inability to provide requested information and the County reserves the right to find any Offeror non-responsive or non-responsible based on the information provided in or excluded from Offeror's response.
7. Offerors are encouraged to attend the scheduled virtual pre-proposal meeting, instructions for which are described herein, and are expected to submit in writing, **PRIOR TO THE RFP CLOSING DATE**, any questions or requested clarification necessary for Offerors to provide a complete response with all Proposal Response Components and pricing included. Except when describing future unknown services, as requested in Section 8 of the Scope of Services, Offerors are asked to refrain from including in Proposals statements such as "more information available upon request," "pricing to be determined based on statement of work," "pricing to be determined based on County need," or other similar statements. If more information or clarification is needed from County for Offerors to provide all the Proposal Response Components requested and all pricing, Offerors may request such information **PRIOR TO RFP CLOSING** so that County can provide answers and clarification via Addenda to all potential Offerors. This should in no way be construed to conflict with County's right to hold interviews and discussions for clarification with Offerors as described herein under Proposal Review and Evaluation.
8. Responses to the RFP should include the following Proposal Response Components:

Proposal Response Components: It is the Offeror's responsibility to carefully review all sections of the RFP and submit all requested information contained herein, in addition to the Proposal Response Components listed below.

Section Number	Section Title	Submission Information (In addition to any other information requested in this RFP.)
1	Cover Sheet	<ol style="list-style-type: none"> 1. Provide the full legal name of the Contractor who will execute the contract, and the name, phone number, and e-mail address of the primary person responsible for responding to questions and communication related to the RFP. 2. Reference the RFP number and name.
2	Cover Letter	<ol style="list-style-type: none"> 1. Size of company or organization. 2. Length of time in business. 3. Include qualifications and a narrative description of the characteristics that set the company apart such as unique examples of service or added value, and any recognition or endorsements received. 4. Describe the company's financial growth history and viability.
3	Executive Summary	<ol style="list-style-type: none"> 1. Provide a clear, concise overview of the Proposal.
4	Proposed Staff Qualifications and Experience	<ol style="list-style-type: none"> 1. Demonstrate knowledge, skills, and experience of all staff proposed to accomplish the work during Project Implementation and those required to adequately maintain the system after initial Project Implementation throughout the term of an agreement with the County. 2. Detail background and experience of the individual to be assigned as the single point of contact for the Project. 3. Provide a list of any subcontractors or third parties who will be used to provide any Services throughout the term of an agreement, describe Offeror's relationship with them, and briefly describe their qualifications and abilities to provide the Services.
5	Previous Client Implementation and References	<ol style="list-style-type: none"> 1. Information provided in Proposals will be used for evaluation purposes. The County reserves the right to contact some or all the references to verify any information provided and to request that references provide additional information. 2. If previous client reference information is confidential, you may state so, however, evaluation scores will reflect Offeror's inability to include requested reference information in the Proposal. 3. Provide references for at least three projects completed in the last three years for similar work and implementation. 4. References should include company name, address, contact name, position, telephone number, and the period during which services were provided.

Section Number	Section Title	Submission Information (In addition to any other information requested in this RFP.)
		5. Provide the start and end date of services and note if reference is still a current client.
6	Ability to Meet Federal Grant Requirements	<p>See also the Grant Related Information and Requirements on Page 1 of this RFP. This project is wholly or partially funded with FTA funds, which are administered by the NMDOT through MO1903 between NMDOT and the County. As part of any response to this solicitation, Offerors should affirm ability to meet federal grant requirements contained herein. Offerors that cannot affirm ability to meet these requirements may be deemed non-responsive.</p> <ol style="list-style-type: none"> 1. Affirm Offeror's understanding of and ability to meet federal grant requirements contained herein and affirm that if selected for award, Offeror will perform the work in compliance with all applicable FTA, State, and County Procurement requirements. 2. Exhibit H FTA Required Clauses - Review and certify that Offeror has read and understands all contract clauses, attachments, and certifications. 3. Exhibit I Lobbying Certification – Offerors must submit with their Proposals all required signed Lobbying Certifications.
7	DBE Status	If Offeror is a DBE, as defined in 49 CFR Part 26, Offerors must submit with their Proposals evidence of their current DBE certification provided by NMDOT. County reserves the right to verify DBE certification with NMDOT.
8	Software Requirements (Scope Section 1)	<p>Demonstrated understanding of the requirements and ability to provide the requested services as described in the Scope of Services. Offerors should restate the section of the Scope of Services and provide a clear narrative and provide any information specifically requested in the Scope of Services for each of the sections listed.</p> <ol style="list-style-type: none"> 1. Section 1.1. - Licensing and/or Subscription 2. Section 1.2. – Maintenance and Support Services and SLA, including any additional governing documents referenced therein. 3. Section 1.3 - Warranty 4. Section 1.4. - Data Security and Ownership
9	Software Functional Descriptions, Technical Specifications, and Integration or Migration with County Systems (Scope Section 2)	1. Demonstrated understanding of the technical requirements and ability to provide the requested services as described in the Scope of Services. Offerors should restate the section of the Scope of Services, provide a brief summarized narrative to demonstrate their understanding of Section 2 of the Scope of Services, and describe in more detail, using Exhibit F, whether the proposed Software Solution provides the features and functionality

Section Number	Section Title	<p align="center">Submission Information</p> <p align="center">(In addition to any other information requested in this RFP.)</p>
		<p>requested. Exhibit F is a spreadsheet that includes the following Tabs for Offerors to complete and submit:</p> <ul style="list-style-type: none"> • Tab 01 – Overall Software Functionality Matrix • Tab 02 – Additional and Optional Features <p>2. If Offerors provide a demonstration or “sandbox” version of the proposed software or offers an online demonstration or video library, describe how the County may obtain access. This is a preferred, but not a required component of the RFP response and is not a scored Evaluation Criteria. County declines to sign any non-disclosure agreements or confidentiality agreements prior to receiving access to a demonstration or “sandbox” version of proposed software or online libraries. County will provide names and e-mail addresses for all County Evaluation Committee members for the purpose of granting accounts and access.</p>
10	<p align="center">County Technical Standards</p> <p align="center">(Scope Section 3)</p>	<p>Using Exhibit E – County Technology Standards Requirements for On-Premise, Hybrid, or Cloud/Hosted Solutions, describe Offeror’s ability to conform to the applicable County requirements for hybrid or cloud-hosted solutions.</p>
11	<p align="center">Compliance with Laws, Regulations, and Industry Standards and Audit Reports</p> <p align="center">(Scope Section 4)</p>	<p>Demonstrated understanding of the requirements and ability to provide the requested services as described in this section of the Scope of Services. Offerors should restate the section from the Scope of Services, provide a clear narrative, and provide any information specifically requested in the Scope of Services for each of the sections listed and specifically describe how Offeror can meet the NTD requirements described in this section.</p>
12	<p align="center">Proposed Project, Initiation, Management and Implementation Plan</p> <p align="center">(Scope Sections 5 - 7)</p>	<p>Demonstrate understanding of and ability to provide and conform to the requested Project Initiation, Management, and Implementation services as described in the Scope of Services. Offerors should restate the section from the Scope of Services and provide a clear narrative, approach and methodology for Project Management and Implementation; provide a project schedule (tabular and with detailed narrative) with all estimated tasks, phases, deliverables, Project milestones, the County responsibilities, and any other pertinent Project Implementation steps clearly defined at each stage of implementation.</p> <ol style="list-style-type: none"> 1. Section 5 – Project Initiation Meeting 2. Section 6 – Project Management 3. Section 7 – Project Implementation 4. Include a typical work breakdown structure and

Section Number	Section Title	Submission Information (In addition to any other information requested in this RFP.)
		<p>responsibility matrix for the Project for both the Contractor and County.</p> <p>5. Identify specific skills and certifications required for County staff involved in the implementation.</p>
13	Training and Consulting (Scope Section 8)	<p>Demonstrate understanding of and ability to provide and conform to the requested Training and Consulting services as described in the Scope of Services.</p> <ol style="list-style-type: none"> 1. Offerors should restate the section from the Scope of Services and provide a brief summarized narrative to demonstrate their understanding of Section 8 of the Scope of Services. 2. Using Exhibit G Tab 05, provide the requested information for all training offered throughout the term of an agreement.
14	Additional, Optional, and Future Functionality and Services (Scope Section 9)	<p>Demonstrate understanding of this requirement by providing the information requested in this Section. Offerors should the restate the section from the Scope of Services.</p> <ol style="list-style-type: none"> 1. Section 9 – Affirm Offeror’s understanding of the requested information. 2. Section 9.1 – Provide the requested information for No-Cost Offerings. 3. Section 9.2 – Provide the requested information for Offerings for a Fee 4. Section 9.3 Possible Future Replacement or Implementation of Integrated Systems
15	Exhibit G - Cost Proposal	<ol style="list-style-type: none"> 1. Provide Total Costs Proposed for all years of an agreement using Exhibit G - Cost Proposal. 2. <i>Please note that the County Code of Ordinances, Sec. 31-111 – Types of Contracts states the following: “Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the county will be used, provided that the <u>use of a cost-plus-a-percentage-of-cost contract is prohibited.</u>” County cannot accept proposed cost+ pricing.</i> 3. Provide costs for all services, including optional services, for up to all potential fifteen (15) years of the term of the Agreement. County’s desire is for all costs for all possible options to be included in Proposals for County consideration. 4. Offerors may propose annual cost escalators for future years of the Agreement. The County will consider but is under no obligation to accept future year unit prices based on a specified dollar amount, a percentage, or some other formula (e.g., a specific Consumer Price Index.) If Offerors are unable to

Section Number	Section Title	Submission Information (In addition to any other information requested in this RFP.)
		<p>propose pricing for up to fifteen (15) years, please propose pricing for each year of a potential agreement for however many years Offeror chooses to propose. Offerors must provide a minimum proposal of seven (7) years. Offerors should note that the ability to provide services and pricing for a full fifteen (15)-year contract term is scored evaluation criterion. The County, at its sole discretion, reserves the right to accept any given proposed fee.</p> <p>5. Describe costs for reimbursable or direct costs, if any. County's preference is that all reimbursable costs for travel and direct costs be rolled into proposed subscription and service fees. However, County may consider Proposals where reimbursable or direct costs are passed through to County. Reimbursable or direct costs, including travel or training materials purchased by Offeror in the performance of Services under the Contract, that have been pre-authorized by the County, may be billed at actual cost to the County with a copy of the invoice from Offeror's supplier, and with any proposed administrative invoice processing fee.</p> <p>6. Describe how and when all fees will be charged to County both during implementation and after Go-Live with the understanding that County cannot pay in advance for services not actually provided.</p>
16	<p>Submission of County's Standard Sample Service Agreement with Deviations or Exceptions Noted or Acknowledgment of No Deviations or Exceptions.</p>	<p>1. Offeror should note any deviations or exceptions to Exhibit A in Offeror's response. Provide the original language with the County's standard terms and any suggested edits or acknowledge that Offeror has no deviations or exceptions. Offerors should note that the Confidential Information Disclosure Statement noted as Exhibit X, is an Exhibit to the Sample Services Agreement, would be included in the agreement with the selected Offeror, and should be included in Offeror's review of the Sample Service Agreement.</p> <p>2. Offerors should provide with their Proposal any of their own standard contractual terms or provisions the County will be asked to consider if Offeror is selected for award. This may include, but is not limited to, such things as a sample Master Services Agreement or Licensing Agreement <u>and any additional governing documents referenced within those sample standard agreements.</u> Offerors should note if their own standard contractual terms or provisions conflict with those provisions provided in Exhibit A, and should provide any suggested edits to Exhibit A. <u>The County may consider, but is under no obligation to accept, any of Offeror's contractual terms or provisions included in Offeror's Proposal.</u></p>

Section Number	Section Title	Submission Information (In addition to any other information requested in this RFP.)
		3. County may, but is not required to, negotiate changes in contract terms and provisions. The Services Agreement as finally agreed upon must be in form and content acceptable to County.
17	Valid Licenses, Permits, Trainings and Certifications	1. Offerors should describe all applicable pertinent licenses, permits, bonds, registrations and/or certificates they possess to carry out the Services required in the State of New Mexico. County reserves the right to independently verify any information submitted in response to this Proposal Response Component.
18	Additional Documents to Submit with Proposals	In addition to all other components requested in the Proposal Format and Scope of Services section, submitted Proposals should include, but may not be limited to the following: 1. Exhibit C: Certification Regarding Debarment, Suspension, and other Responsibility Matters 2. Exhibit D: Campaign Contribution Disclosure Form 3. Exhibit E: Verification of Authorized Offeror 4. Signed copies of all addenda issued.
19	Virtual Software Demonstrations	As described in Virtual Software Demonstrations below, the County requests software demonstrations. 1. Offerors should acknowledge in their Proposals that they have read and understand the virtual software demonstration requirements as stated herein. 2. Offerors should acknowledge in their Proposals that they will be able to provide such virtual demonstrations. 3. Offerors should acknowledge in their Proposals that the individuals specified in the Virtual Software Demonstrations section herein can be available at the demonstrations. 4. Offerors should acknowledge in their Proposals that if, after initial review of Proposals, they are found to be non-responsive or non-responsible, they will not be scheduled to provide a demonstration.

VIRTUAL SOFTWARE DEMONSTRATIONS

1. All Offerors who, after initial review of Proposals, are found to be responsive and responsible (“Finalists”) are required to demonstrate their software during a virtual demonstration via MS Teams, or other virtual format acceptable to County. The primary purpose of demonstrations is to evaluate *how* the software can meet the required software functionality and technical specifications as described in Offeror’s Proposal.
2. The demonstration date, time, location, questions, and software demonstration instructions will be coordinated with and e-mailed to all Offerors before the demonstration. County will release demonstration scripts to each Finalist via e-mail approximately one week in advance of scheduled demonstrations. Scripts may include instructions and questions common to all Finalists and may also include questions specific to a Finalist for the purpose of clarification to ensure full understanding and conformation with solicitation requirements for the purpose of obtaining best and final offers.
3. Each demonstration will consist of two (2) hours for Offeror to demonstrate how the proposed software provides the requested software features and functionality as described in the demonstration script and one (1) hour for Evaluation Committee Member questions and answers.
4. The Offeror’s team during demonstrations should include, but not be limited to, the following individuals unless otherwise proposed and accepted by County:
 - Person(s) who supports server and database hardware.
 - Person(s) who support integrations with those County systems specified herein.
 - Person(s) who are able to discuss helpdesk support functions and roles.
 - Person(s) who will answer committee member questions.
 - The person with primary responsibility and final authority for the project throughout the term of any potential Agreement.

PROPOSAL EVALUATION CRITERIA: As described and/or demonstrated in the RFP response and during software demonstrations.

Number	Criteria	Max Points
1	<ul style="list-style-type: none"> • Software Requirements; Software Functional Descriptions, Features and Functionality (Exhibit F); Ability to Conform to County's Technical Standards (Exhibit E); and Software Demonstrations • Including Overall Suitability to County of Optional Services Proposed 	40
2	Proposed Staff Qualifications and Experience	10
3	Previous Client Implementations and References	5
4	Proposed Project Initiation, Management, and Implementation Plan	15
5	Cost Proposal	20
6	Ability to Provide Services and Pricing for a Full Fifteen (15) Year Agreement Term <ul style="list-style-type: none"> • Fifteen (15) Years = 5 points • Seven (7) to Fourteen (14) = 3 points • Less than Seven (7) Years = 0 points 	5
7	Completed Forms, Valid Licenses, Permits, Training, and Certifications	5
Total Points		100

Exhibit A
SAMPLE SERVICES AGREEMENT
RFP NO: 24-37
RFP Name: Microtransit and Paratransit Software

**Offerors should note any deviations or exceptions to Exhibit A in Offeror's response. Provide the original language with the County's standard terms and any suggested edits or acknowledge that Offeror has no deviations or exceptions.*

AGRXX-XX



**INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and _____, a _____ corporation ("Contractor"), to be effective for all purposes _____, 202X ("Effective Date"). [Alternate: to be effective on the date of last signature]

WHEREAS, [FOP RFP'S] -- the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 24-15 ("RFP") on _____, requesting proposals for Fire Incident Records Management System, as described in the RFP **[FOR SMALL PSA'S]** -- procurement of the Services was made in accordance with Los Alamos Procurement Code Sec. 31-103 Small Purchases. **[FOR SOLE SOURCE PROCUREMENTS]** -- the County Purchasing Officer determined in writing, after conducting a good faith review of available sources, that there is only one source for the Services; and

[FOR RFP'S ONLY] -- **WHEREAS**, Contractor timely responded to the RFP by submitting a response dated _____ ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

[FOR CONTRACTS MORE THAN \$300,000.00] -- **WHEREAS**, the County Council approved this Agreement at a public meeting held on _____; and

[FOR CONTRACTS MORE THAN \$100,000.00] -- **WHEREAS**, the Board of Public Utilities approved this Agreement at a public meeting held on _____; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES:

SECTION B. TERM: The term of this Agreement shall commence _____ and shall continue through _____, unless sooner terminated, as provided herein. At County's sole

option, the [County Manager/County Utilities Manager] may renew this Agreement for up to _____ (____) consecutive one-year period(s), unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed _____ (\$_____), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Contractor shall submit itemized [*monthly or per the completion of the Project Phase/Task*] invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correct billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by

Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance, Automobile Liability Insurance, Professional Liability Insurance, and Cyber Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.
5. **Cyber Insurance:** In addition to insurance required under the Agreement, Contractor shall, at its sole cost and expense, procure and maintain through the term of the Agreement and for two (2) years following the termination or expiration of the Agreement, cyber/network privacy insurance with limits of THREE MILLION DOLLARS (\$3,000,000) per claim/in aggregate. Such policy shall provide coverage for disclosures and/or breaches of County Data arising out of or relating to Contractor's Services. Such policy shall also include coverage for the costs associated with restoring lost or damaged County Data, sending breach notifications to affected individuals, public relations expenses, fines, and penalties. Such policy shall not contain exclusions for the acts or omissions of either Contractor, County, or their respective employees, agents, subcontractors, or volunteers, whether intentional or unintentional, resulting in or relating to any use of County Data not expressly permitted by this Agreement. Contractor must notify County at least thirty (30) days prior to the cancellation or modification of such policy.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

SECTION M. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION Q. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION R. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the [County Manager/County Utilities Manager].

SECTION S. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and

subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION T. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION U. TERMINATION:

1. **Generally.** The [County Manager/County Utilities Manager] may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION V. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:	Contractor:
Project Manager	
Incorporated County of Los Alamos	
Address	
Los Alamos, New Mexico 87544	

With a copy to:
County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

SECTION W. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION X. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION Y. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit "C." Contractor must submit this form with this Agreement, if applicable.

OR

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AB. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AC. CONFIDENTIAL INFORMATION: Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit B. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

SECTION AD. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

_____, A _____
CORPORATION

BY: _____
NAME: _____ DATE
TITLE: _____

SAMPLE SERVICES AGREEMENT AGRXX-XXX
Exhibit X
Confidential Information Disclosure Statement

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act (1978) NMSA §§14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

Contractor: _____

Email: _____

County: _____

Los Alamos, New Mexico 87544

2. Definitions:
 - a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
 - b) **Discloser** - the party disclosing Confidential Information.
 - c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
 - d) **Recipient** – the party receiving Confidential Information.
3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

Exhibit B

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

RFP NO: 24-37

RFP Name: Microtransit and Paratransit Software

This document should be returned with RFP submittal.

- (1) I or We, _____ (the "Vendor") hereby certify to the best of our knowledge and belief that neither the Vendor nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency;
 - (b) have, within a 3-year period preceding this proposal, been convicted of 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;
 - (c) are 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 (1)(b) of this certification; and
 - (d) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code.
 - (e) have within a 3-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Vendor from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor's proposal or rescinding of a contract award.

Date

Authorized Representative's Signature

Print Name

Print Title

Exhibit C
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP NO: 24-37
RFP Name: Microtransit and Paratransit Software

This document should be returned with RFP submittal.

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective 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 FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Theresa Cull; Denise Derkacs; Melanee Hand; Susie Havemann; Keith Lepsch; David Reagor; and Randal Ryti.)

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:			
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

<input type="checkbox"/>	CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
<input type="checkbox"/>	NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Exhibit D

VERIFICATION OF AUTHORIZED OFFEROR
RFP NO: 24-37
RFP Name: Microtransit and Paratransit Software

This document should be returned with RFP submittal.

PREFERENCE DOES NOT APPLY TO THIS SOLICITATION.

Sec. 31-261. - State and local preferences.

(a) *Definitions.* For the purposes of this section:

- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21;
- (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.

(b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.

- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state;
- (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.

(c) *Preference factor.*

- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
- (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.

(d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:

- (1) Local business;
- (2) Resident business.

(e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.

(f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:

- (1) To requests for qualifications;
- (2) To any purchase of goods or services in excess of \$500,000.00;
- (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
- (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

(Ord. No. 02-098, § 2, 12-2-2008; Ord. No. 02-305, § 8, 2-25-2020)

Are you requesting Preference?

YES NO

~~By answering "yes," the bidder or offeror is submitting a written request for preference.~~

~~A Bidder or Offeror must submit a copy of the state-issued preference certificate with its bid or proposal to qualify for this preference.~~

Having read the proposal conditions and examined the scope of services and deliverables for this RFP, this Proposal is hereby submitted by:

_____/_____
 Signature and Printed Name of Authorized Offeror Title

 Organization's Legal Name State of Incorporation

 Email Address

 Mailing Address City State Zip Code

 Physical Address City State Zip Code

 Telephone No.

 Federal Tax I.D. # NM CRS # (if located in-state)

 Contract Manager Printed Name, Title and Email Address

If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:

- Small Business
- Woman-owned Business
- Minority-owned Business

Exhibit E
County Technology Standards Requirements for On-Premise, Hybrid, or Cloud/Hosted Solutions
RFP NO: 24-37
RFP Name: Microtransit and Paratransit Software

This attachment shall be returned with the RFP submittal.

The following Los Alamos County Technology Standards are required and shall be supported by the vendor, contractor, reseller henceforth in this Exhibit called “Operator”, for any County solicitation requiring technology or integration to the County network and incorporated into any resultant agreement. Standards are listed with the expectation that the Operator will provide software updates to allow Los Alamos County to stay on supported versions of hardware, underlying software and protocols as outlined below.

Respondents must provide documentation that they meet the requirements in respect to the solution that they are responding with. **On premise respondents do not need to comply with hosted requirements. Hosted solution respondents do not need to comply with on-premise requirements. If the solution is a hybrid of both categories of solution, then both on-premise and hosted requirements apply as applicable to the response.**

For each standard requirement in Table 1 below, check “YES” to indicate compliance, “NO” to indicate non-compliance, or N/A to indicate that the requirement is not applicable. In the cell beneath each standard requirement, ***briefly*** describe ***how*** Offeror will comply or why a standard requirement is not applicable. If Offeror can comply, but not exactly in the way described in the standard, please describe the substantial equivalent offered or alternate method for conforming to the requirement.

Where other County policies or documents are referenced, Offeror’s may find these policies on the County’s website at the following web address, then navigate to this RFP number under “Open Solicitations”: <https://lacnm.com/bids>

	STANDARD REQUIREMENT	YES	NO	N/A
Server Operating system (OS) (On-Premises)	Microsoft (MS) Windows Server 2019, 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level. Departments will be responsible for licensing costs and must request cost estimates from Information Management (IM) Division.			N/A
	N/A - hosted			
Server Hardware (On-Premise)	Preferred: Use of County VMware server platform. Environment design must be submitted and reviewed by IM Division for acceptance. Proposals shall include required hardware and licensing of VMware, operating system, and proposed application-based requirements. Application with a proven Virtual installation template is preferred. Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel or AMD based server (standalone or blade server			N/A

	as determined by Los Alamos County IM Division with a minimum 64 GB RAM and RAID capability. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft at the latest stable patch level.			
	N/A - hosted			
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Network (On-Premise)	Supported network protocol is TCP/IP (IPv4). Standards based NIC rated at 100/1000/10G copper or fiber is supported. If considering a 10G connection County IT network group shall be consulted to ensure equipment compatibility and availability at proposed site. Additional hardware cost, may be required of the project, based on project requirements, equipment and availability. The County uses Cisco technology as its default network equipment standard. Solutions shall be compatible with Cisco Network Technology.			N/A
	N/A - hosted			
Remote Network Access (On-Premise)	Direct remote access to the County network and server environment shall be done using the County's Cisco AnyConnect SSH VPN. Once a VPN connection is established end-point connections are supported via Microsoft RDP. Operator support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy #1210.			N/A
	N/A - hosted			
LAC Network Account Privilege (On-Premise & Hosted)	Desktop Client Software shall function for end users with standard user privileges. user cannot install software and shall not have administrative rights.			
Describe how Offeror will comply, alternate methods, or why a standard				

requirement is not applicable.				
Desk Hardware (On-Premise & Hosted)	Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 8 GB RAM, Intel integrated graphics 1280 capable video minimum, display port, input or HDMI, 4 USB 2/3 ports. Support deployment onto Virtual Desktop Infrastructure (VDI) platform, specifically cloud-based platforms from Microsoft Azure, Amazon Web Service (AWS) or Google Cloud Platform.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Desktop OS (On-Premise & Hosted)	Microsoft Windows 10 at current Service Pack (SP).			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Internet Browser (On-Premise & Hosted)	Internal County Network: Google Chrome and Edge, at its latest version, are the installed browsers on county devices. Google Chrome is the county standard. New web Applications must be based on HTML5. Applications requiring Internet Explorer, Microsoft Silverlight, Java and Flash are not supported. Web applications requiring .NET framework shall not be considered. IM Division shall be consulted for compatibility issues prior to considering new application purchases requiring Java.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Database Software Products (On-Premise)	Supported database software is Microsoft (MS) SQL server version 2016 through current. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware, and maintenance in support of proposed project or instance install to the County MS SQL Server Environment. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed projects require review and purchasing as part of			N/A

	<p>the project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft.</p> <ul style="list-style-type: none"> • Passwords are not permitted to be transported in clear\plain text. • Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA. • Only database instances can be installed on the County MS-SQL Environment. If a vendor software component install is necessary on the database server, a standalone installation will be required. • Vendor software must use standard Access & Connection architecture for accessing databases on the County MS-SQL Environment. • Applications based on Microsoft Access are not supported. Applications based on SQLEXPRESS version should be reviewed and the limitation understood by the customers and the vendor. <p>Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS-SQL Server format.</p>			
	N/A - hosted			
Internet: Collaboration and Web Publishing (On-Premise & Hosted)	Use of Internet apps or links shall be considered in collaboration with the Los Alamos Information Management Division Applications group for review to ensure that compatibility and Internet publishing protocols have been satisfied prior to formation of any agreement or installation.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Intranet: Collaboration and Web Publishing (On-Premise & Hosted)	Microsoft SharePoint Online is the basis for the County's Intranet. Any products that will integrate or utilize the County's Intranet site shall require a compatibility consultation with IM Division before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and/or the Intranet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SharePoint Online.			
Describe how Offeror will comply, alternate methods, or why a standard				

requirement is not applicable.				
Productivity Software (On-Premise & Hosted)	Los Alamos County uses Microsoft M365 Office Suite at its most recent version and service pack. Operator software using the Office suite must be maintained to run on supported platform service levels as defined by Microsoft.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Email (On-Premise & Hosted)	Microsoft M365 with hub transport for relay. If SMTP relay access from on premise vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. If SMTP relay access from hosted vendor specific software is necessary, preference is for SMTP relay to be hosted by vendor. The vendor specific solution must be supported and maintained to relay off County email domain and directed to hand off the email message to another mail server that can get the message closer to its intended recipient in accordance with service levels as defined by Microsoft for the M365 product.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Geographic Information Standards (GIS) (On-Premise & Hosted)	The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcGIS Pro. GIS web services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The preferred method for applications to interact with GIS is via REST services. Web applications must be hosted in either ArcGIS Online or ArcGIS Portal.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				

Mobile Devices	Shall conform to Los Alamos County Mobile Policy #1240. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Security & SSL (On-Premise & Hosted)	<p>Intranet devices must be capable with multi-factor authentication (MFA) using the County's current MFA systems. Any requirements for access to ports from the Internet into the County Network shall be approved via a technical review by the IM Division before product(s) purchase and implementation. Cisco Secure EndPoint Antivirus and Antispyware Enterprise software are used on all intranet computing devices; vendor solutions shall work in conjunction with stated antivirus products.</p> <p>SSL (Secure Socket Layer) encryption is required for both internal and external facing web applications.</p> <p>Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA.</p> <p>Devices requiring wireless access must a) be domain integrated or b) have the ability to accept captive portal agreement (a web page that the user of a public-access network is obliged to view and interact with before access is granted).</p>			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Records	Shall conform to Los Alamos County Records and Information Governance Policy #0310			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
E-Signature	Shall conform to Los Alamos County E-signature Policy #1220.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				

<p>Hosted/Cloud Based Services</p>	<ul style="list-style-type: none"> • Los Alamos County is interested in taking advantage of Anything as a Service (XaaS) opportunity available through Cloud Service Providers (CSP), in Government Cloud (GCC) where required. CSP data centers must be located within the United States. • Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA. • Data centers must be FedRAMP certified for SaaS solutions procured by departments if they also store or may store Los Alamos National Laboratory (LANL) critical infrastructure data for County operations. Departments must verify with LANL authority to confirm that this requirement is applicable to the LANL information to be stored. • Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. County may have on-demand access to the data for export/download or have the data delivered by request by the CSP with a maximum 48-hour compliance window. Exports shall be in MS-SQL format. 			
<p>Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.</p>				

RFP NO: 24-37
RFP Name: Microtransit and Paratransit Software

Exhibit F
Software Features and Functionality

and

Exhibit G
Cost Proposal

These attachment shall be returned with the RFP submittal.

The attached MS Excel Exhibit F Software Features and Exhibit G Cost Proposal, with all tabs completed, must be returned in their original MS Excel format with the RFP submittal. These Exhibits should not be converted to PDF or any other format for submittal.

Include any associated narrative as a separate document.

Exhibit H
FTA Checklist and Required Clauses
RFP NO: 24-37
RFP Name: Microtransit and Paratransit Software

PROJECT NO: Micro Transit Software

Federal Transit Administration Required Clauses
(where applicable)

If an item on the following table is marked “**All**,” it is a required clause for any purchases exceeding the federal micro-purchase threshold. If applicable, the corresponding certification must be completed and submitted with the bid or proposal in order to be determined “responsive.” **Please check items that apply and are included.**

√	Sec.	Contract Clause	Applicability to Type of Contract
√	1.	No Government Obligation to Third Party	Value > \$10K
√	2.	Program Fraud and False or Fraudulent Statements or Related Acts	Value > \$10K
√	3.	Access to Records	Value > \$10K
√	4.	Federal Changes	Value > \$10K
√	5.	Civil Rights (includes EEO requirements for construction projects)	Value > \$10K
√	6.	Disadvantaged Business Enterprise (DBE)	Value > \$10K
√	7.	Incorporation of FTA Terms	Value > \$10K
√	8.	Energy Conservation	Value > \$10K
√	9.	Termination	Value > \$10K
√	10.	Seat Belt Use	Value > \$10,000
√	11.	Distracted Driving	Value > \$10,000
√	12.	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	Value > \$10K for telecommunications and video surveillance services or equipment
√	13.	Governmentwide Debarment and Suspension	Value > \$25K
√	14.	Notification Related to Fraud, Waste, Abuse or Other Legal Matters	Value > \$25K
√	15.	Lobbying Restrictions	Value > \$100K
	16.	Buy America	Value > \$150 K for Construction, Iron, Steel, Manufactured Products, Rolling Stock
√	17.	Clean Air	Value > \$150K

√	Sec.	Contract Clause	Applicability to Type of Contract
√	18.	Clean Water	Value > \$150K
√	19.	Breaches and Disputes	Value > \$250K
	20.	Cargo Preference	Equipment, Material, Commodities Transported by Ocean Vessel
	21.	Fly America requirements	When Transportation Paid by FTA Funds for foreign transport or travel by air
	22.	Davis-Bacon and Copeland Anti-Kickback Acts	Construction > \$2,000
	23.	Contract Work Hours and Safety Standards Act	Involve employment of mechanics or laborers > \$100,000
	24.	Bonding Requirements	Construction > \$250K and at Discretion for Others
	25.	Veterans Preference	Construction
	26.	Seismic Safety	New Building Construction/Additions
	27.	Transit Employee Protective Arrangements	Transit Operations
	28.	Charter Bus and School Bus Requirements	Operational Service
	29.	Substance Abuse	Operational Service (safety sensitive)
	30.	Patent and Rights in Data	Research Projects only
√	31.	Recycled Products	Value > \$10K in Fiscal Year
	32.	Accessibility	Revenue Rolling Stock or Facility Construction / Renovation Projects only
	33.	Bus Testing	Revenue Rolling Stock (Buses and Modified Vans)
	34.	Pre-Award and Post-Delivery Requirements	Revenue Rolling Stock

Federal Transit Administration Required Certifications

√	Certification	Applicability to Type of Contract
√	Lobbying	>\$100,000
	Buy America Iron, Steel, Manufactured Products, including Construction	>\$150,000
	Buy America Rolling Stock	>\$150,000
	Disadvantaged Business Enterprise Transit Vehicle Manufacturer	Revenue Rolling Stock

(This section intentionally left blank)

FEDERAL CLAUSES

(where applicable)

1. No Government Obligation to Third Parties

a. LOS ALAMOS COUNTY 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 LOS ALAMOS COUNTY, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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

a. 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 FTA 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.

b. 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. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) or other applicable federal law on the CONTRACTOR, to the extent the Federal Government deems appropriate.

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

3. Access to Records

The CONTRACTOR agrees to provide LOS ALAMOS COUNTY, 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. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In accordance with 2 CFR 200.333, the CONTRACTOR agrees to maintain all books, records, accounts and reports

required under this contract for a period of not less than three years after the date of termination or expiration of this contract except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

4. Federal Changes

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement between LOS ALAMOS COUNTY and FTA, as they may be amended or promulgated from time to time during the term of this contract. The CONTRACTOR's failure to comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

a. 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.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(i) 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.

(ii) 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 age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(iii) 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.

c. 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.

6. Disadvantaged Business Enterprises

a. It is the policy of the Department of Transportation and LOS ALAMOS COUNTY that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this contract. Consequently, the DBE requirement of 49 C.F.R. applies to this contract.

b. The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, natural origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. 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 this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

c. The CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from LOS ALAMOS COUNTY. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the LOS ALAMOS COUNTY. This clause applies to both DBE and non-DBE subcontractors.

d. The CONTRACTOR or its subcontractors agrees to ensure that DBEs as defined in 49 C.F.R. have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with federal funds provided under this contract. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform under this contract. Contractors shall not discriminate on the basis of race, creed, color, age, sex or national origin in the award and performance of DOT-assisted contracts.

e. DBEs will be encouraged and afforded full opportunity to actively solicit information concerning this project and to submit bids and or proposals.

7. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220, 2 CFR 200.318, and subsequent revisions are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict

with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any LOS ALAMOS COUNTY request, which would cause LOS ALAMOS COUNTY to be in violation of the FTA terms and conditions.

8. Energy Conservation

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

9. Termination

a. Termination for Convenience: LOS ALAMOS COUNTY may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to LOS ALAMOS COUNTY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to LOS ALAMOS COUNTY, the CONTRACTOR will account for the same, and dispose of it in the manner LOS ALAMOS COUNTY directs.

b. Termination for Cause: If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, LOS ALAMOS COUNTY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by LOS ALAMOS COUNTY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or beyond the control of the CONTRACTOR, LOS ALAMOS COUNTY, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure: LOS ALAMOS COUNTY in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the CONTRACTOR fails to remedy to LOS ALAMOS COUNTY 's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by CONTRACTOR of written notice from LOS ALAMOS COUNTY setting forth the nature of said breach or default, LOS ALAMOS COUNTY shall have the right to terminate the Contract without any further obligation to the CONTRACTOR. Any such termination for default shall not in any way operate to preclude LOS ALAMOS COUNTY from also pursuing all available remedies against the CONTRACTOR and its sureties for said breach or default.

10. Seat Belt Use

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

other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

11. Safe Operation of Motor Vehicles

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

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

[Public Law 115-232](#), section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

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

13. Governmentwide Debarment and Suspension

By signing and submitting its bid or proposal, the offeror certifies as follows:

The certification in this clause is a material representation of fact relied upon by LOS ALAMOS COUNTY . If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available to LOS ALAMOS COUNTY , the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the CONTRACTOR must promptly notify LOS ALAMOS COUNTY so that it can notify the Federal Government. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The CONTRACTOR agrees to include a similar notification requirement in subcontracts exceeding \$25,000 financed in whole or in part with federal assistance provided by FTA and must require each subcontractor to include an equivalent provision in its federally assisted subcontracts exceeding \$25,000.

15. Lobbying Restrictions

The CONTRACTOR agrees to:

- a. Refrain from using Federal assistance funds to support lobbying,
- b. Comply and assure the compliance of each SUBCONTRACTOR at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
- c. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

16. Clean Air

- a. 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 through 7671q. The Contractor agrees to report each violation to LOS ALAMOS COUNTY and understands and agrees that LOS ALAMOS COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

17. Clean Water

a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§1251 through 1377. The Contractor agrees to report each violation to LOS ALAMOS COUNTY and understands and agrees that LOS ALAMOS COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

18. Breaches and Disputes

a. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of LOS ALAMOS COUNTY. 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 LOS ALAMOS COUNTY. 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 LOS ALAMOS COUNTY shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

b. Performance During Dispute - Unless otherwise directed by LOS ALAMOS COUNTY, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

c. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

d. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between LOS ALAMOS COUNTY and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of West Virginia or Ohio as applicable.

e. Rights and Remedies - The duties and obligations imposed by the Contract Documents 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 LOS ALAMOS COUNTY, Architect or 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.

19. Recycled Products

To the extent applicable, the CONTRACTOR agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

Certification

**Signature of Contractor's
Authorized Official**

**Name and Title of Contractor's
Authorized Official**

Date

Exhibit I
Lobbying Certification
RFP NO: 24-37
RFP Name: Microtransit and Paratransit Software

Lobbying Certification

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Exhibit J
M01930 DBE Certification 1 Coversheet
RFP NO: 24-37
RFP Name: Microtransit and Paratransit Software

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DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION**

**DISADVANTAGED BUSINESS ENTERPRISE
RACE-NEUTRAL IMPLEMENTATION AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS**

INTRODUCTION AND INSTRUCTIONS:

The New Mexico Department of Transportation (NMDOT) Transit and Rail Division, through the NMDOT Office of Equal Opportunity Programs (OEO), must ensure that Subrecipient of Federal Transit Administration (FTA) funds meet applicable DBE requirements when funds are used in whole or in part to finance procurement and contracts of products and service(s). To that end, Subrecipient with contracting opportunities must submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients* (Agreement).

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

DISADVANTAGED BUSINESS ENTERPRISE RACE-NEUTRAL IMPLEMENTATION AGREEMENT for **INCORPORATED COUNTY OF LOS ALAMOS**; hereinafter referred to as “**Subrecipient.**”

I. Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR Part 26.5.

II. OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)

The Subrecipient intends to receive federal financial assistance from the U.S. Department of Transportation (USDOT) through the New Mexico Department of Transportation (NMDOT), and as a condition of receiving this assistance, the Subrecipient will sign the New Mexico Department of Transportation’s Disadvantaged Business Enterprise Race Neutral Implementation Agreement (hereinafter referred to as Agreement).

The Subrecipient must implement a policy to ensure that DBEs, as defined in 49 CFR Part 26 (also referred to as the DBE Program), have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

To ensure nondiscrimination in the award and administration of DOT-assisted procurement and contracts of products and services contracts.

To create a level playing field on which DBE’s can compete fairly for DOT-assisted procurement and contracts of products and services contracts.

To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.

To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.

To help remove barriers to the participation of DBEs in DOT-assisted procurement and contracts of products and services contracts.

To assist the development of firms that can compete successfully in the market place outside the DBE Program.

III. Nondiscrimination (§26.7)

Subrecipient will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. Subrecipient will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

IV. Race-Neutral Means of Meeting the Annual DBE Goal (§26.51)

Subrecipient will assist NMDOT to achieve its Overall Statewide DBE Goal by race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race-neutral means include, but are not limited to, the following:

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has been historically low;
8. Ensuring distribution of the New Mexico DBE directory, through print and electronic means, to the widest feasible universe of potential contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

Subrecipient will encourage utilization of DBE contractors whenever possible on its USDOT-assisted contracts. New Mexico Certified DBE firms and the fields of work in which they participate are listed in the electronic web-based DBE Directory located at <https://nmdot.dbesystem.com>

V. Quotas (§26.43)

Subrecipient will not use quotas or set-asides in any way in the administration of the DBE Program.

VI. DBE Liaison Officer (§26.25)

Subrecipient must designate a DBE Liaison Officer (DBELO). The DBELO is responsible for implementing the DBE Program as it pertains to the Subrecipient and ensures that the Subrecipient is fully and properly advised concerning DBE Program matters.

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

VII. Federal Financial Assistance Agreement Assurance (§26.13)

The Subrecipient will sign the following assurance, applicable to and to be included in all USDOT-assisted procurements and contracts for products and services:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

VIII. Required Contract Clauses (§§26.13, 26.29)

Subrecipient assures that the following clauses will be included in each USDOT-assisted prime contract:

A. Contract Assurance

The contractor or subcontractor 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 procurement and contracts of products and services contracts. 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 recipient deems appropriate.

B. Prompt PaymentPrompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the NMDOT's prior written approval. Any violation of this Section shall subject the violating contractor or subcontractor to penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Retainage

Subrecipient shall include either (1), (2), or (3) of the following provisions in their USDOT-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors.

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

IX. Bidders List (§26.11)

The Subrecipient will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its USDOT-assisted procurement and contracts for products and services. The bidders list will include the name, address and telephone number of each quoting firm and whether the quoter is a New Mexico certified DBE. Subrecipient will include language in its procurement documents that requires each bidding Contractor, at the time that bids are submitted, to list the quotes received for the project as detailed above.

X. Reporting

Subrecipient will report bidders list and related DBE information to the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs upon request.

Subrecipient will complete and submit annually to the NMDOT Office of Equal Opportunity Programs the NMDOT Annual Profile Registration Form. This Form will be mailed to Subrecipient.

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Subrecipient will compile and provide such other information related to its procurements and the DBE Program as deemed necessary by the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs.

XI. Incorporation of Agreement

This Agreement is incorporated into Subrecipient's financial assistance agreement with NMDOT by reference and made a part of that agreement.

Date: 12/22/2023
Signature of Subrecipient Official: <i>Steve Lynne</i>
Printed Name of Subrecipient Official: Steve Lynne
Relationship of Subrecipient Official: County Manager