

**LOS ALAMOS COUNTY  
PROCUREMENT DIVISION**

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

(505) 662-8127

Advertised: July 11, 2024

Closing Date: August 2, 2024

Non-Mandatory Pre-Proposal Conference: July 22, 2024,

**Request for Proposals ("RFP")**

**RFP Number: 25-12**

**RFP Name: Mobile Video Surveillance Equipment, Installation and Maintenance**

**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 A, FTA Required Clauses and FTA Required Certifications. Offerors must review and certify that they have read, understand and will comply with all contract clauses, attachments, and certifications. The awarded Contractor will perform the work in compliance with applicable FTA, state, and County procurement requirements. Exhibit A includes both the checklist and the required clauses, with the applicable clauses already checked. **Offerors must submit a signed Exhibit B which provides certification that Offeror has read, understands and will comply with, all contract clauses, attachments, and certifications contained in A as applicable.**
3. **Determination of Responsibility Under Federal Grant Requirements.** To be deemed responsible, Offerors must sign and submit Exhibit C certifying that they meet all of the following requirements.
  - 3.1 Have the financial resources adequate to perform the contract or the ability to obtain them;
  - 3.2 Have the ability to meet the required delivery or performance schedule, taking into consideration all existing commitments;
  - 3.3 Have a satisfactory performance record;
  - 3.4 Have a satisfactory record of integrity and business ethics;
  - 3.5 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;
  - 3.6 Have the necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them;
  - 3.7 Be in compliance with applicable licensing and tax laws and regulations;
  - 3.8 Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
  - 3.9 Be in compliance with applicable Disadvantaged Business Enterprise (DBE) requirements; and
  - 3.10 Have other qualifications necessary to receive an award under applicable laws and regulations
4. **Disadvantage Business Enterprise ("DBE") Information.**
  - 4.1. 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

**The County of Los Alamos is an Equal Opportunity Employer**

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.

- 4.2. 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.
  - 4.3. County is responsible for complying with the requirements contained in the DBE Certification 1 from M01903, which is attached hereto as Exhibit C. Exhibit C is provided for informational purposes only. All statements of Exhibit C may not be applicable to this procurement.
  - 4.4. If you are a DBE and would like assistance to participate in this RFP, as described in Exhibit C, please contact Kat Brophy, Management Analyst at [kat.brophy@lacnm.us](mailto:kat.brophy@lacnm.us) or (505)709-5030.
  - 4.5. To demonstrate DBE status, Offerors must submit with their Proposals evidence of their current DBE certification provided by NMDOT.
5. **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 D.**
6. **Debarment.** In addition to reviewing the certifications made in Exhibit G, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, County reserves the right to verify debarment status on the SAM.gov website.

## 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](mailto:lacbid@lacnm.us). Subject line **must** contain the following information: **RESPONSE – RFP25-12 Mobile Video Surveillance Equipment, Installation and Maintenance.**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to **Kat Brophy**, Management Analyst at [kat.brophy@lacnm.us](mailto:kat.brophy@lacnm.us) to confirm the Proposal was received.

The body of the email must 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.

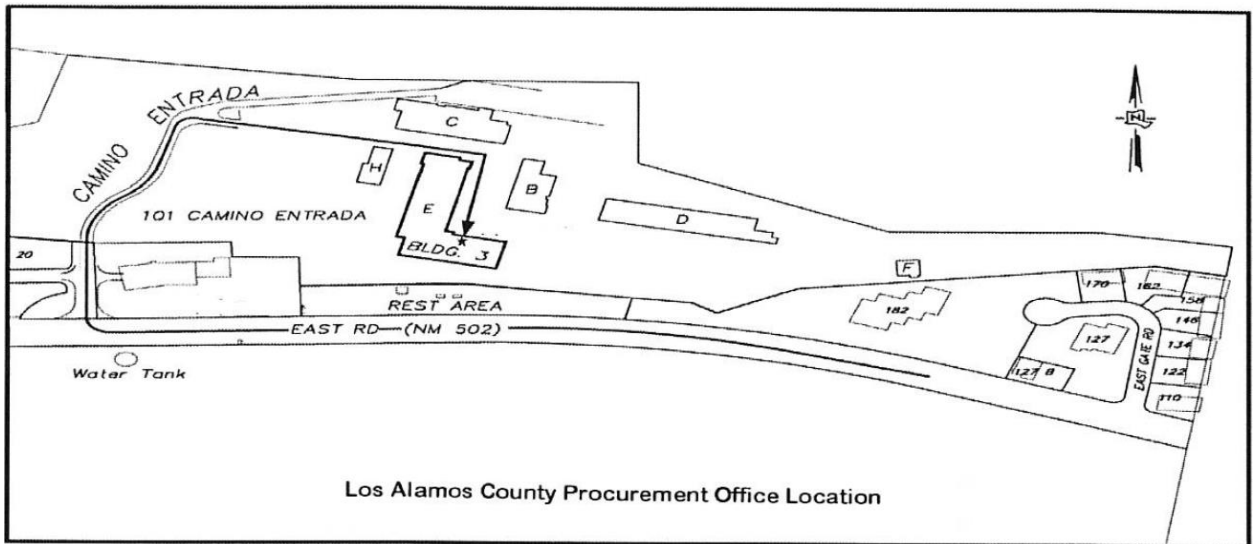
Only emails with proposals received in the [lacbid@lacnm.us](mailto:lacbid@lacnm.us) email box prior to **2:00 p.m. Mountain Time, August 2, 2024**, will be reviewed.

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, August 2, 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 assure 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 Incorporated County of Los Alamos ("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. **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. 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 County. While County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding 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 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 seven (7) 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 are notified that they 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 Pre-Proposal Conference will be held on Monday, July 22, 2024, at 9:30 am MT. Please email Kat Brophy at [kat.brophy@lacnm.us](mailto:kat.brophy@lacnm.us) for a link to the meeting.***

## **CONTACT INFORMATION**

1. For project-specific information, contact [James Barela](mailto:james.barela@lacnm.us), at [james.barela@lacnm.us](mailto:james.barela@lacnm.us); (505) 663-1770.
2. For procurement process information, contact [Kat Brophy](mailto:kat.brophy@lacnm.us), Management Analyst at [kat.brophy@lacnm.us](mailto:kat.brophy@lacnm.us); (505) 662-8127.
3. Written questions submitted via e-mail should be sent to [Kat Brophy](mailto:kat.brophy@lacnm.us) and copied to [James Barela](mailto:james.barela@lacnm.us).
4. As an additional courtesy to interested parties, this RFP and related documents may also be downloaded from the County's website at the address below.

<https://lacnm.com/bids>

## **NEED STATEMENT**

Los Alamos County is soliciting Proposals from qualified firms with experience necessary to provide video surveillance equipment, material, supplies, training, maintenance, and labor required to install video surveillance in its fleet of up to 28 vehicles, including buses, and existing fleet. A system with full-featured capabilities that allows for planned fleet and technology expansions is preferred.

## **BACKGROUND**

The Incorporated City and County of Los Alamos ("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, and continues to gain notice for its vast scenic assets and recreational opportunities.

Visit the Los Alamos County website ([www.losalamosnm.us](http://www.losalamosnm.us)) and the tourism website ([www.visitlosalamos.org](http://www.visitlosalamos.org)) for more information.

## **SCOPE OF SERVICES (or WORK)**

- A. **SERVICES:** The successful Offeror ("Contractor") shall provide 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. Proposers are advised to make note of the life-cycle specifications used in this RFP.
  1. Deliver and install a high quality, reliable and effective mobile digital video surveillance system for County's fleet of vehicles similar to equipment listed in table below.

2. The mobile digital video surveillance system shall be a turn-key system that shall monitor and record events that occur in the interior and the exterior of the transit vehicles at all times that the vehicle is powered on.
3. This project includes the upgrade of twenty-eight (28) transit vehicles that are currently equipped with Transit Solutions, LLC products. Proposals should include fee for removal of existing equipment as well as installation of new equipment. All equipment removed from transit vehicles will be disposed of according to Los Alamos County Policy for Disposal of Tangible Property.
4. Provide integration and testing support of mobile video surveillance system with existing wireless Local Area Network (“LAN”), or hosted solution to ensure County’s ability to wirelessly download video and associated metadata.
5. Provide annual maintenance of all installed equipment.
  - a. Proposals must include all fees associated with annual maintenance contract, service agreements for each piece of hardware, software, annual licensing and/or maintenance fee;
  - b. Clearly explain what is covered and what is not covered;
  - c. Services that will be performed as part of the agreement;
  - d. Services that will be provided for a fee;
  - e. Anticipated response times during emergencies;
  - f. Names and emergency contacts; and
  - g. Anticipated travel expenses.
6. Provide descriptions of projected life cycle costs, to include initial purchase price, life, output, maintenance or consumption, disposal value, complexity of operation, required training and other factors contributing to the overall cost of the mobile digital video surveillance system.
7. Provide End User Training
  - a. Proposals should include the on-site training of County personnel in the proper use and operation of the surveillance system, viewing stations, setup, programming, downloading, troubleshooting and maintenance.
  - b. Schedule of training will be agreed upon by the Contractor and County Project Manager.
  - c. Contractor will provide ten (10) training manuals and surveillance system documentation.
8. Provide warranty Information to include the following:
  - a. Confirm warranty is for a minimum of three-years for parts and labor/installation from the date of acceptance of installed components or surveillance system.
  - b. Describe all warranty information applicable to each item being proposed, as well as warranty period(s); all service agreements for each piece of hardware, software, annual licensing and/or maintenance fees, renewal options, etc.
  - c. Proposals should provide for Cost options for Extended Warranties for 3-, 4- and 5-year periods.
  - d. Respondent shall provide a detailed description of the Respondent's quality assurance and maintenance program.
  - e. Offeror shall provide at a minimum a three (3) year standard warranty on all equipment and shall maintain this equipment during the warranty period.
  - f. Offeror shall provide a list of recommended spare and replacement parts, including unit costs

**B. EXISTING FLEET**

ACT’s fleet consists of twenty-eight (28) vehicles comprised of cutaway, medium and heavy-duty buses. All vehicles are listed in the table below. It is the County’s intention to replace one International Passport and one Passenger van in 2024. Also, replace one International Passport and one Passenger van in 2025. Each bus shall be equipped, as described in Section C, Technical Specifications.

<b>Fixed Route</b>	Description	Year	Manufacturer	Model ID	Length ft
4012	SCHOOL BUS	2001	CHEVROLET	CV2	36
4013	SCHOOL BUS	2001	CHEVROLET	CV2	36
4022	SCHOOL BUS	2002	CHEVROLET	CV200C	40

4111	GCII/GLAV E50-SUPERDUTY	2011	GLAVEL/FORD	GLV12501	26
4112	TROLLEY	2011	DOUBLE K.	VILLAGER	35
4122	INTERNATIONAL PASSPORT	2014	ELDORADO	PASSPORT	35
4123	INTERNATIONAL PASSPORT	2014	ELDORADO	PASSPORT	35
4106	NEW FLYER 40FT	2010	NEW FLYER	D40LFR	40
4124	NEW FLYER 40FT	2012	NEWFLYER	XD40	40
4125	NEW FLYER 40FT	2012	NEWFLYER	XD40	40
4151	NEW FLYER	2015	NEW FLYER	MiDi	35
4152	NEW FLYER	2015	NEW FLYER	MiDi	35
4153	NEW FLYER	2015	NEW FLYER	MiDi	35
4154	NEW FLYER	2015	NEW FLYER	MiDi	30
4155	NEW FLYER	2015	NEW FLYER	MiDi	30
4161	NEW FLYER	2016	NEW FLYER	MiDi	30
4171	NEW FLYER	2017	NEW FLYER	MiDi	30
4191	EZ-Rider II	2020	ELDORADO	EZ Rider II	30
4192	EZ-Rider II	2020	ELDORADO	EZ Rider II	30
4201	EZ-Rider II	2021	ELDORADO	EZ Rider II	30
4212	EZ-Rider II	2023	ELDORADO	EZ Rider II	30
4213	EZ-Rider II	2023	ELDORADO	EZ Rider II	30
<b>Para Transit</b>	Description	Year	Manufacturer	Model ID	Length ft
4121	PASSENGER VAN	2012	DODGE	CARAVAN	18
4141	CHEVY 4500 ARBOC SOM	2014	Arboc Cutaway	Spirit Mobility	21
4156	PASSENGER VAN	2015	ELDORADO	Amerivan	18
4162	CHEVY 4500 ARBOC SOM	2016	Arboc Cutaway	Spirit Mobility	26
4181	CHEVY 4500 ARBOC SOM	2018	Arboc Cutaway	Spirit of Freedom	26
4211	SOF-GM 16-2	2022	Arboc Cutaway	Spirit of Freedom	26

C. TECHNICAL SPECIFICATIONS

**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 K. Offerors are asked to affirm in their RFP response, using Exhibit K, 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.

The following is a list of minimum requirements for each Video Surveillance System.

1. Network Video Recorders (NVR)
  - a) Each Atomic City Transit (ACT) bus will be equipped with a 9 channel (minimum) mobile-rated high-definition network videorecorder (NVR) that can be configured for a camera system that utilizes between one and nine cameras.
  - b) Each on-board NVR system shall include a lockable/removable 4 terabyte removable hard disk drive caddy, including all necessary ports to accommodate up to nine (9) cameras and

microphones and Wi-Fi modem. Equivalent options for hard drive are acceptable such as SD cards or solid-state NVR provided recording space is equivalent.

- c) Provide details on any options available which provide support for a minimum of 4G Cellular modem and Wi-Fi for remote cell phone access.
  - d) Each NVR will support a minimum playback rate of 20 frames per second per camera, and at least 25 days or up to 250 hours recording time (including audio).
  - e) NVR shall be capable of withstanding vibration consistent with public transit use as well as an operating temperature range of -22° to 122° Fahrenheit.
  - f) The information recorded by the NVR shall be easily downloaded to a standard PC utilizing Microsoft Windows operating system.
  - g) System should include programmable recording start/end times of up to 15 minutes after bus has been idle or power is terminated.
  - h) System must back up to a secondary media, such as an SD card plugged into the NVR, in the event of hard drive failure.
  - i) System will be powered by 12 Volts of Direct Current (VDC) vehicle power supply. Every effort will be made to wire or connect components to continuously protect from power surges and power spikes. Any components damaged by power surges or power spikes shall be covered under warranty as described in F. WARRANTIES below.
  - j) Equipped with “event button” or similar feature, shall be installed within reach and view of the driver, that allows driver to time-stamp events for easily searchable viewing at a later time, as well as non-driver indicated incidents (hard braking, impacts, bumps).
  - k) Global Positioning Satellite (GPS) capability to track vehicle location by time/date stamp and auto-updating for daylight savings time. The NVR shall be able to retrieve video by alarm, calendar-based date, time, and camera search functions.
  - l) The NVR shall be equipped with an accelerometer which documents hard braking and other erratic driving events.
  - m) The NVR shall be capable of a display resolution of 1080p.
  - n) The NVR shall be constructed with rugged outer housing that protects against shock, moisture and dust.
  - o) NVR sensors shall record bus signals including turn, hazard lights and lift operations at a minimum.
  - p) A GPS receiver shall continuously monitor bus location, heading, speed as well as configurable and automatic time and date synchronization.
2. Cameras
- At a minimum the cameras installed shall provide the following viewing coverage:
- a. Exterior of the passenger side of the bus including a clear view of the lift when it is deployed.
    - i. A clear view looking out of the windshield of the bus.
    - ii. A clear view of the driver’s area. A clear inside view of the entrance door and the lift door.
    - iii. A clear view of the passengers in the bus from an angle or angles where passengers can be identified.
  - b. Interior and exterior cameras shall be full color, high definition, wide angle (minimum 120°), infrared, and shall supply an image that is clear and stable, free from vibration. Images shall be used to positively identify a passenger riding in a vehicle. The interior cameras shall also have a high sensitivity microphone.
  - c. All cameras shall be Analog High Definition (AHD) wide angle lens with 1080p resolution without distortion. They shall have audio recording capabilities and the capability to record in low light.
3. Software and Video Playback Requirements
- a. Offerors must provide a server or hosted solution capable of accommodating data retention of up to 100 days, compatible with installed equipment, for video storage.
  - b. Offerors should identify any system enhancements that provide live viewing while within Wi-Fi or cellular range.
  - c. Captured video/audio shall not require a specialized Personal Computer (PC) or other proprietary PC equipment to access, download, view, and save recorded events. If docking stations are required a minimum of two shall be provided.

- d. Microsoft®Windows compliant viewing software shall be included.
  - e. Software shall have licensing capable of installation on a minimum of two PC workstations and the storage server.
  - f. Software updates and support shall be provided free-of-charge for use on Microsoft Windows PC.
  - g. Software must allow for downloaded files to be saved or distributed for use by others without additional software and/or licenses.
  - h. Software shall be able to view and search video from the hard drive by event, time lapse, or date/time and display a GPS map, graph speed and save the videos searches.
  - i. System shall provide ability to clip video segments and capture still images, and ability to transfer such images and video to industry standard, USB flash memory storage devices, or DVD formats.
4. Hosted Software and Video Playback Requirements, as applicable.
- a. 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 video surveillance and playback 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.
  - b. Maintenance and Support Services and Service Level Agreement.
    - i. 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.
    - ii. 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.
    - iii. 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. 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;
      - 2. The process of applying upgrades and patches including if there are County responsibilities and a responsibility matrix for the tasks involved;
      - 3. A brief history of product upgrades and interim patches or fixes released in the last eighteen (18) months; and
      - 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.

**D. INSTALLATION AND MAINTENANCE REQUIREMENTS**

- 1) Offeror must coordinate schedules with operations managers so as to avoid major downtime in vehicles removed from revenue service.



- 2) The power source wires must be sized appropriately to meet specified requirements for unit start up and normal operation and should prevent unacceptable voltage drops.
- 3) All wiring must be concealed and protected in a vandal resistant manner.
- 4) To avoid interference, wiring and interconnecting cables shall be properly shielded where appropriate.
- 5) Protective plastic or rubber grommets must be installed in every hole that provides passage for conduit or wiring to avoid chaffing or cutting of the conduit or wiring.
- 6) Offeror shall provide installation, documentation, maintenance and repair for all equipment
- 7) Offeror shall submit wiring and cabling diagrams for installed surveillance systems upon installation.

**E. EQUIPMENT**

The following is a suggested equipment list. Offerors should identify alternative equipment, of same use and quality, where applicable.

<b>EQUIPMENT Description</b>	<b>QTY/PER BUS (Total of 28 Buses)</b>
System Server (On-Premise solution) for the purpose of systems operation, computing, network communications and storage management. Must have capacity large enough to store video footage for a minimum of 100 days to comply with Records Retention requirements.	1
NVR Network Video Recorder (with embedded 8-port PoE switch)	1
HVR Hybrid Video Recorder 4TB SSD	1
Power Distribution Harness for NVR	1
Slim Line IR Wedge 3MP Internal IP Camera w/ Mic	4
360° IP Camera with IR illumination and microphone.	1
Slim Line IR Wedge 3MP External IP Camera (Rear View)	1
Slim Line IR Wedge 3MP External IP Camera - 3.6mm (Side Views)	2
Universal Front Camera Mount	1
LED Status For HVR	1
Event Button/Switch with Connector	1
Garmin GPS-16X HVS Receiver	1
802.11ac Wireless Access Point	1
Bracket For WLS-601 AP	1
802.11ac mobile antenna with dual 22' leads	1
15' Ethernet Cable with Secure Lock	3
20' Ethernet Cable with Secure Lock	2
25' Ethernet Cable with Secure Lock	2
40' Ethernet Cable with Secure Lock	2
55' Ethernet Cable with Secure Lock	1
25' Event Button Cable	1
20' AP Power Cable	1

**F. WARRANTIES**

Contractor shall provide a minimum of two (2) years of base Warranty/Maintenance support for all hardware and software installed, with options for up to five (5) additional years, for a total of seven (7) years.

**G. PROPOSED SCHEDULE OF DELIVERY AND INSTALLATION.**

County contemplates a project completion date of June 30, 2025. Lead time and delivery time are critical to this project. Proposals should include a proposed time-frame schedule of project, from award of contract to installation and final training of staff on equipment.

#### H. DETERMINATION OF RESPONSIBILITY UNDER FEDERAL GRANT REQUIREMENTS

County may only make awards to responsible contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract. 49 U.S.C. 5325(j). Offeror must demonstrate affirmatively that it qualifies as “responsible” under the standards of 49 U.S.C. § 5325(j) and that its proposed subcontractors also qualify as “responsible.”

To be deemed responsible, Offerors must meet all of the minimum following requirements. Offerors are asked to affirm and describe how they meet these requirements. Offerors must sign Exhibit C in order to provide confirmation of their understanding of these requirements and that these requirements have been included in the Offeror’s response. Offerors who cannot affirmatively demonstrate ability to meet these requirements will not qualify as responsible.

1. Have the financial resources adequate to perform the contract or the ability to obtain them;
2. Have the ability to meet the contemplated project completion date, taking into consideration all existing commitments;
3. Have a satisfactory performance record;
4. Have a satisfactory record of integrity and business ethics;
5. Be neither debarred nor suspended from Federal programs under DOT regulations, “Non-procurement 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. Have the necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them;
7. Be in compliance with applicable licensing and tax laws and regulations;
8. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
9. Be in compliance with applicable Disadvantaged Business Enterprise (DBE) requirements; and
10. Have all other qualifications necessary to receive an award under applicable laws and regulations imposed by the State of New Mexico, FTA, and the subrecipient grant agreement (“M01903”) between NMDOT and the County.

#### INFORMATION RELATED TO THE SCOPE OF WORK

All brand names specified in this RFP are to imply “or equal.” Proposer should include enough information with the Proposal so this determination can be made. All mobile video surveillance equipment should be tested in conformance with industry standards.

County contemplates a project completion date of June 30, 2025. Lead time and delivery time are critical to this project. Proposals should include a proposed time-frame schedule of project, from award of contract to installation and final training of equipment.

**This project is funded by a grant awarded to the Incorporated County of Los Alamos, by State of New Mexico Department of Transportation, Transit and Rail Division under 49 U.S.C. Sections 5310 and 5311. Offerors must comply with Grant requirements, as applicable, identified in Exhibits A through E and Exhibit M subrecipient grant agreement (“M01903”) between NMDOT and the County.**

#### 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:

<b>RFP Process</b>	<b>Estimated Dates</b>
Advertise RFP	July 11, 2024
Non-Mandatory Pre-Proposal Meeting	July 22, 2024
Date Proposals are Due	August 2, 2024
Demos, Evaluation, and Selection	August 12, - August 30, 2024
Contract Preparation and Review Period	August 30, – October 16, 2024
Award Contract/Council Approval (Council Approval required for agreements of \$300,000.00 or greater.)	November 12, 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.

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 County Council, the successful Offeror will be required to execute a contract with County in accordance with the terms and conditions set forth in the Services Agreement, a sample of which is attached as Exhibit F. 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; County, as a governmental entity is subject to certain laws and prohibitions and may, but is not required to, negotiate changes in contract terms and provisions, but will not agree to language that is in violation of the law. 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 G, 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 Offeror from consideration for award.

### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

A Campaign Contribution Disclosure Form is attached as Exhibit H. 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 prior to County's obligation to pay for the Services.

### **VERIFICATION OF AUTHORIZED OFFEROR**

A Verification of Authorized Offeror Form is attached as Exhibit I. 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**

Offerors shall submit a Proposal to the County in the format described below.

Proposals shall include, but need not be limited to, the components (in addition to the Exhibits) as identified 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.

Information provided in the Proposal may be used in the contract between the successful Offeror and the County.

1. Ability to Meet Requirements Listed in Scope of Services
  - a) Provide detailed responses to each of the items listed in section A of the Scope of Services.
  - b) Provide details on the Offeror's ability to provide equipment listed in section E of the Scope of Services, meeting the Technical Specifications listed in section C of the Scope of Services for a fleet of 28 vehicles as identified in Section B.
  - c) Provide any additional services and expertise offered that exceed the requirements of the Solicitation.
- 2) Offerors must affirm that they can meet the grant requirements as identified in Section H of the Scope of Services and identified in Exhibit A.
  - i) Offeror must provide last 3 years' financial statements
  - ii) Offeror must provide copy of organizational chart
- b) Provide responses to Los Alamos County Technology Standards- Exhibit K
2. Proposed Schedule of Delivery and Installation
3. Provide Warranty information to include the following:
  - a) Confirm warranty is for a minimum of three-years for parts and labor/installation from the date of acceptance of installed components or surveillance system.
  - b) Describe all warranty information applicable to each item being proposed, as well as warranty period(s); all service agreements for each piece of hardware, software, annual licensing and/or maintenance fees, renewal options, etc.

- c) Respondent shall provide a description of the Respondent's quality assurance and maintenance program.
4. References
    - a) Provide a minimum of three references, preferably from other public entities
      - i. Include the name of the entity
      - ii. contact person's name
      - iii. phone numbers
      - iv. e-mail addresses
      - v. mailing addresses
      - vi. type of service provided
      - vii. indicate if project was completed according to project schedule
      - viii. indicate if project was completed within appropriated budget
  5. **Cost.** *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 use of a cost-plus-a-percentage-of-cost contract is prohibited.”*
    - a) Using the Cost Summary Worksheet in Exhibit J or Offeror's own similar format, propose costs for all services. County will consider but is under no obligation to accept future year prices based on a specified dollar amount, a percentage, or some other formula (e.g., a specific Consumer Price Index.)
    - b) Provide Cost options for Extended Warranties for 4-, 5-year, 6-, and 7- year periods.
    - c) Provide detailed information for any optional services not otherwise described in the Scope of Services, defined clearly as individual items, and provide a narrative to describe the optional services.
    - d) Proposals must contain pricing for each potential year of the contract up to seven (7) years for all applicable components.
  6. Exhibit D Lobbying Certification
  7. Exhibit E Buy America Certification
  8. DBE Status – If Offeror is a DBE, as defined in 49 CFR Part 26, Offeror must submit with their proposals evidence of their current DBE certification provided by NMDOT. County reserves the right to verify DBE certification with NMDOT.

**DOCUMENTS TO SUBMIT WITH PROPOSAL – The following documents **must** be completed and/or signed as indicated and submitted with Offerors response as applicable.**

1. Exhibit B Certification of Understanding and Compliance with all FTA Required Clauses and FTA Required Certifications
2. Exhibit C Disadvantaged Business Enterprise Certification 1
3. Exhibit D Lobbying Certification
4. Exhibit E Buy America Certification
5. County's Standard Sample Services Agreement, Exhibit F, with Deviations or Exceptions Noted or Acknowledgment of no Deviations
6. Exhibit G Certification Form Regarding Debarment, Suspension, And Other Responsibility Matters
7. Exhibit H Campaign Contribution Disclosure Form
8. Exhibit I Verification of Authorized Offeror
9. Exhibit J-Los Alamos Technology Standards

**PROPOSAL EVALUATION CRITERIA:** As described and/or demonstrated in the RFP response.

	<b>Criteria</b>	<b>Weighted Points</b>
<b>1</b>	<b>Ability to Meet Requirements in Scope of Services:</b> <ul style="list-style-type: none"> <li>• <b>Services</b></li> <li>• <b>Technical Specifications to include responses to Los Alamos County Technology Standards – Exhibit J</b></li> <li>• <b>Installation and Maintenance Requirements</b></li> <li>• <b>Provision of Necessary Equipment</b></li> </ul> <b>Including Overall Suitability to County of Optional Services Proposed</b>	<b>35</b>
<b>2</b>	<b>Proposed Schedule of Delivery and Installation</b>	<b>15</b>
<b>3</b>	<b>Warranties</b>	<b>10</b>
<b>4</b>	<b>Conformance with Federal Grant Requirements</b>	<b>5</b>
<b>5</b>	<b>References</b>	<b>5</b>
	<b>Cost Proposal</b>	<b>25</b>
<b>7</b>	<b>Ability to Provide Services and Pricing for a Full Seven (7) Year Agreement Term</b> <ul style="list-style-type: none"> <li>• <b>Seven (7) Years = 5 points</b></li> <li>• <b>Four (4) to Six (6) = 3 points</b></li> <li>• <b>Less than (4) Years = 0 points</b></li> </ul>	<b>5</b>
	<b>Total Score</b>	<b>100</b>

**Exhibit A**  
**FTA Required Clauses and FTA Required Certifications**  
**RFP NO: 25-12**  
**RFP Name: Mobile Video Surveillance Equipment, Installation and Maintenance**

PROJECT NO: Camera Surveillance RFP

**Federal Transit Administration Required Clauses**  
**(where applicable)**

If an item on the following table is check marked 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.”

√	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

√	Sec.	Contract Clause	Applicability to Type of Contract
√	17.	Clean Air	Value > \$150K
√	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**

√	<b>Certification</b>	<b>Applicability to Type of Contract</b>
√	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

## 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 Purchaser 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 PURCHASER. 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 PURCHASER'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 PURCHASER setting forth the nature of said breach or default, PURCHASER 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 PURCHASER 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 PURCHASER. If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available to PURCHASER, 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 PURCHASER 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. Buy America**

The CONTRACTOR agrees to comply with 49 U.S.C. §5323(j) and 49 C.F.R. Part 661 which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. §661.7, and includes microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

## **17. 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 the Purchaser and understands and agrees that the Purchaser 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. 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 the Purchaser and understands and agrees that the Purchaser 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.

## **19. 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 PURCHASER. 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 PURCHASER. 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 PURCHASER shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

b. Performance During Dispute - Unless otherwise directed by PURCHASER, 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 or damage.

d. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between PURCHASER 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 PURCHASER, 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.

## **20. Cargo Preference - Use of United States- Flag Vessels**

To the extent applicable, the contractor agrees to comply with 46 U.S.C. §55305 and 46 C.F.R. Part 381 which includes, but is not limited to:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.



**Exhibit B**  
**Certification of Understanding and Compliance with all FTA Required Clauses and FTA Required**  
**Certifications**  
**RFP NO: 25-12**  
**RFP Name: Mobile Video Surveillance Equipment, Installation and Maintenance**

Offerors must sign this certification confirming that they have read, understand and will comply with all FTA Required Clauses and FTA Required Certifications identified in Exhibit A.

**Certification**

Signature of Contractor's Authorized Official \_\_\_\_\_ Date

Name and Title of Contractor's Authorized Official \_\_\_\_\_

**25-12Exhibit C**  
**Disadvantaged Business Enterprise Certification 1**  
**RFP NO: 25-12**  
**RFP Name: Mobile Video Surveillance Equipment, Installation and Maintenance**

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 (OEOP), 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 Payment

##### Prompt 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 sub contractor'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.

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

**Exhibit D**  
**LOBBYING CERTIFICATION**  
**RFP NO: 25-12**

**RFP Name: Mobile Video Surveillance Equipment, Installation and Maintenance**

**Lobbying Restrictions**

The undersigned 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name of Contractor's Authorized Official: \_\_\_\_\_

Title of Contractor's Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit E**  
**BUY AMERICA CERTIFICATION**  
**RFP NO: 25-12**  
**RFP Name: Mobile Video Surveillance Equipment, Installation and Maintenance**

**BUY AMERICA CERTIFICATION FOR COMPLIANCE WITH BUY AMERICA REQUIREMENTS FOR STEEL,  
IRON, OR MANUFACTURED PRODUCTS**

The Bidder/Proposer hereby certifies that it will comply with the requirements of Title 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Company \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**BUY AMERICA CERTIFICATION FOR NON-COMPLIANCE WITH BUY AMERICA  
REQUIREMENTS FOR STEEL, IRON, OR MANUFACTURED PRODUCTS**

The Bidder/Proposer hereby certifies that it cannot comply with the requirements of Title 49 USC § 5323(j), but it may qualify for an exception pursuant to Title 49 USC § 5323(j)(2) as amended and the applicable regulations in 49 CFR 661.7.

Date \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Company \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT F  
SAMPLE SERVICES AGREEMENT  
RFP NO: 25-12**

**RFP Name: Mobile Video Surveillance Equipment, Installation and Maintenance**

AGRXX-XX



LOS ALAMOS

**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"), collectively (the "Parties"), to be effective for all purposes \_\_\_\_\_, 202X ("Effective Date"). *[Alternate: to be effective on the date of last signature. Depending on timing of Services this alternate may be appropriate. Preferred practice is to use a defined date. If project schedule is time sensitive, recommend using a defined date.]*

**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. 2X-XX ("RFP") on \_\_\_\_\_, requesting proposals for \_\_\_\_\_, 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 *[Alternate: goods/construction]* **[FOR COOPERATIVE AGREEMENT PRICING]** Section 31-3(b)(4) of the County Code of Ordinances allows for procurement of goods, services, or construction items under existing contracts that are with a person that has a current contract, that was subject to competitive solicitation, with another government or agency thereof; and

**[FOR COOPERATIVE AGREEMENT PRICING]** -- **WHEREAS**, Contractor was awarded a *[type of agreement]* with *[agency]* on *[date]*, as a result of *[type of competitive solicitation, name and number]*; and

**[FOR COOPERATIVE AGREEMENT PRICING]** -- **WHEREAS**, County requested a quote from Contractor for *[services or goods requested]*, as provided for in the *[type of cooperative agreement]*, and Contractor provided a quote to County that complies with the pricing terms of the *[type of cooperative agreement]*; and

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

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

**[FOR CONTRACTS MORE THAN \$300,000.00]** -- **WHEREAS**, the County Council 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:** *[To be added based on services requested by County and proposed by Contractor and accepted by County.]*

**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** 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 "X", attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Contractor shall submit itemized *[monthly, per the completion of the Project Phase/Task, annually, or upon some other schedule proposed by Contractor and accepted by County]* 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 correctly 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 and Automobile Liability Insurance shall name County as an additional insured *[County shall be named as an additional insured on all coverages, except Worker's Compensation. This sentence may be updated depending on the insurance requirements defined below as may be applicable to the awarded Agreement].*

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 (\$3,000,000.00) 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; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

**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.

**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 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:** Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

[James Barela, Transit Manager](#)  
Incorporated County of Los Alamos  
[101 Camino Entrada, Building 1](#)  
Los Alamos, New Mexico 87544  
[james.barela@lacnm.us](mailto:james.barela@lacnm.us)

Contractor:

[Title](#)  
[Company](#)  
[Address](#)

With a copy to:

County Attorney's Office  
1000 Central Avenue, Suite 340  
Los Alamos, New Mexico 87544

[E-mail:](#)

**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 X. 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. 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:** \_\_\_\_\_ **DATE**  
**ANNE W. LAURENT**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

\_\_\_\_\_, A \_\_\_\_\_ CORPORATION

**BY:** \_\_\_\_\_ **DATE**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**Exhibit G**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND**  
**OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**  
**RFP NO: 25-12**  
**RFP Name: Mobile Video Surveillance Equipment, Installation and Maintenance**

**\*This document should be returned with RFP submittal.\***

- (1) I or We, \_\_\_\_\_ (the "Offeror/Bidder") hereby certify to the best of our knowledge and belief that neither the Offeror/Bidder 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; and
  - (b) have, within a 3-year period preceding this certification, 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; and
  - (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 current or former County employees. If an Offeror/Bidder is a current or former county employee, Offeror/Bidder shall provide additional information as described in paragraph (2) of this certification; and
  - (e) 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; and
  - (f) have within a 3-year period preceding this certification had one or more public transactions or contracts (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 Offeror/Bidder from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the Offeror's/Bidders proposal or bid or rescinding of a contract award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title



**Exhibit H**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
**RFP NO: 25-12**

**RFP Name: Mobile Video Surveillance Equipment, Installation and Maintenance**

**\*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 Rytj.)

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

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**Exhibit I**

**VERIFICATION OF AUTHORIZED OFFEROR**

**RFP NO: 25-12**

**RFP Name: Mobile Video Surveillance Equipment, Installation and Maintenance**

**\*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)

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RFP No. 25-12

Issued by Procurement Division: [K. Brophy](#)

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 J  
COST SUMMARY SHEET  
RFP NO: 25-12**

**RFP Name: Mobile Video Surveillance Equipment, Installation and Maintenance**

**\*This attachment shall be returned with the RFP submittal.\***

Offeror (Company Name): \_\_\_\_\_

<b>Service Component</b>	<b>Quantity</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
Installation								
Maintenance Fee								
Warranty								
Replacement Parts								
Travel								
<b>Equipment – Price per unit</b>								
System Server (On-Premise solution) for the purpose of systems operation, computing, network communications and storage management. Must have large enough capacity to store video footage for a minimum of 100 days to comply with Records Retention requirements.	1							
NVR Network Video Recorder (with embedded 8-port PoE switch)	28							
HVR Hybrid Video Recorder 4TB SSD	28							
Power Distribution Harness for NVR	28							
Slim Line IR Wedge 3MP Internal IP Camera w/ Mic	112							
360° IP Camera with IR illumination and microphone.	28							
Slim Line IR Wedge 3MP External IP Camera (Rear View)	28							
Slim Line IR Wedge 3MP External IP Camera - 3.6mm (Side Views)	56							
Universal Front Camera Mount	28							
LED Status For HVR	28							
Event Button/Switch with Connector	28							
Garmin GPS-16X HVS Receiver	28							
802.11ac Wireless Access Point	28							
Bracket For WLS-601 AP	28							
802.11ac mobile antenna with dual 22' leads	28							
15' Ethernet Cable with Secure Lock	84							
20' Ethernet Cable with Secure Lock	56							

25' Ethernet Cable with Secure Lock	56							
40' Ethernet Cable with Secure Lock	56							
55' Ethernet Cable with Secure Lock	28							
25' Event Button Cable	28							
20' AP Power Cable	28							

**Travel Reimbursement:**

Contractor’s travel expenses shall be charged at actual cost. Copies of all travel expenses must accompany invoices submitted to County and shall only include the following:

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service;
5. Hotel or motel lodging;
6. Meals, per Los Alamos County Travel Policy, currently \$60.00 per diem daily;
7. Internet connectivity charges; and
8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and unreimbursable.

Travel Expenses not allowed are as follows:

1. Entertainment; in-room movies, games, etc. and
2. Alcoholic beverages, mini bar refreshments or tobacco products.

**Exhibit K**  
**Los Alamos County Technology Standards**  
**County Technology Standards Requirements for On-Premise, Hybrid, or Cloud/Hosted Solutions**  
**RFP NO: 25-12**  
**RFP Name: Mobile Video Surveillance Equipment, Installation and Maintenance**

**\*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.

	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)	<b>Preferred:</b> 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			N/A

	<p>requirements. Application with a proven Virtual installation template is preferred.</p> <p>Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel or AMD based server (standalone or blade server 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.</p>			
	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			N/A



	up in accordance with the adopted Los Alamos County IT Usage and Security Policy #1210.			
	N/A - hosted			
LAC Network Account Privilege <b>(On-Premise &amp; Hosted)</b>	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 <b>(On-Premise &amp; Hosted)</b>	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 <b>(On-Premise &amp; Hosted)</b>	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 <b>(On-Premise &amp; Hosted)</b>	Internal County Network: Google Chrome and Edge, at its latest version, are the			

	<p>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.</p>			
<p>Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.</p>				
<p>Database Software Products <b>(On-Premise)</b></p>	<p>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 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"> <li>• Passwords are not permitted to be transported in clear\plain text.</li> <li>• Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA.</li> <li>• 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.</li> <li>• Vendor software must use standard Access &amp; Connection architecture for accessing databases on the County MS-SQL Environment.</li> </ul>			<p>N/A</p>

	<ul style="list-style-type: none"> <li>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.</li> </ul> <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 <b>(On-Premise &amp; Hosted)</b>	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 <b>(On-Premise &amp; Hosted)</b>	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.				

<b>Productivity Software (On-Premise &amp; Hosted)</b>	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.				
<b>Email (On-Premise &amp; Hosted)</b>	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.				
<b>Geographic Information Standards (GIS) (On-Premise &amp; Hosted)</b>	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.				
<b>Security &amp; SSL (On-Premise &amp; Hosted)</b>	<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.				
Hosted/Cloud Based Services	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA.</li> <li>• 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.</li> <li>• 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.</li> </ul>			

Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	
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**Exhibit L**  
**NMDOT Grant Section 5310-5311-5339 FY 24 MOA**  
**RFP NO: 25-12**

Contract# M01903  
Vendor# 54457

**RFP Name: Mobile Video Surveillance Equipment, Installation and Maintenance**

FISCAL YEAR 2024 (FY 24)  
MEMORANDUM OF AGREEMENT  
BETWEEN  
THE NEW MEXICO DEPARTMENT OF TRANSPORTATION AND  
INCORPORATED COUNTY OF LOS ALAMOS

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**This Agreement** is between the **STATE OF NEW MEXICO**, acting through its **DEPARTMENT OF TRANSPORTATION**, Transit and Rail Division (Department), and the **INCORPORATED COUNTY OF LOS ALAMOS** (Subrecipient). This Agreement is effective as of the date of the last party to sign it on the signature page below.

**RECITALS**

**Whereas**, 49 U.S.C. Section 5305(e) provides federal assistance for public transportation statewide planning that can be used to provide technical assistance to subrecipients for planning purposes;

**Whereas**, 49 U.S.C. Section 5307 provides federal assistance for public transportation in small urbanized areas by way of a formula grant program which may be administered by the state;

**Whereas**, 49 U.S.C. Section 5310 provides federal assistance for public transportation to meet the special needs of seniors and individuals with disabilities by way of a formula grant program administered by each state;

**Whereas**, 49 U.S.C. Section 5311 provides federal assistance for public transportation in rural areas by way of a formula grant program administered by each state;

**Whereas**, 49 U.S.C. Section 5339 provides federal assistance for buses and bus-related equipment and facilities by way of a formula and discretionary grant program administered by each state;

**Whereas**, the State of New Mexico participates in the 49 U.S.C. Section 5305(e), 49 U.S.C. Section 5307, 49 U.S.C. Section 5310, 49 U.S.C. Section 5311, and U.S.C. Section 5339 programs, collectively referred to herein as the Program;

**Whereas**, the Governor of the State of New Mexico designated the Department to administer the Program funds; and

**Whereas**, the Subrecipient applied for financial assistance for public transportation services, which was approved by the Department and the Federal Transit Administration (FTA).

**Now, therefore**, pursuant to Section 67-3-69 NMSA 1978, the parties agree as follows:

**1. Scope of Program.**

- A. **Operations Profile.** The Subrecipient shall provide transportation services to the public within its service area as specified in the Application, which is incorporated by reference and is on file with the Department and the Subrecipient.
- B. **Use of Program Equipment.** The Subrecipient agrees that any Program equipment purchased under this Agreement shall be used to provide public transportation service within the area described in the Operations Profile. If the equipment is not used in this manner or withdrawn from service, the Subrecipient shall notify the Department in accordance with *Section 15. Use of Program Equipment*.



- C. **Use of Program Funds.** The services described in the Operations Profile shall remain intact throughout the term of this Agreement. The Subrecipient shall notify and seek prior approval from the Department if there will be an elimination or a reduction of services greater than twenty percent (20%). Failure to provide notice shall give the Department cause for termination, as described in *Section 7. Termination for Cause*.
- D. **Fare Schedule.** The fare schedule, which shall be approved by the Subrecipient’s governing body, shall be stated in the approved Operations Profile. The Subrecipient shall provide the Department prior notification of any changes to the fare schedule and documentation of governing body approval.
- E. **Advertising and Public Information.** The Subrecipient shall implement an advertising and information program. Acceptable methods include but are not limited to: websites, social media, apps, trip planners, brochures, fliers and handbills, signs and posters, radio announcements, press releases and articles in local and organization newspapers, bulletins, and newsletters. Subrecipients operating fixed and deviated routes shall maintain General Transit Feed Specification (GTFS) data. In addition, the name of the service together with the words “Public Transportation” shall be prominently displayed on all vehicle(s) and be readable at a distance of no less than thirty (30) feet. Painted or affixed signing with a decal is acceptable. Magnetic signs are not acceptable. The name shall indicate that the service is a transportation system open to the public. The Subrecipient shall have a telephone number established and operative during hours of transportation services so that the public can access information. All methods of advertising and the signs on the vehicles shall include the telephone number.
- F. **Personnel.** The Subrecipient shall maintain and update organizational contacts in BlackCat Transit Data Management System (BlackCat).

**2. Cost of Program.**

The Department shall provide partial funding to the Subrecipient to cover expenses of the Program as described in the approved Operations Profile in an amount described below:

**Subaward FY 24**

<b>Incorporated County of Los Alamos - 5311</b>	<b>Federal</b>
Administration (80/20) Section 5311	\$ 172,488.33
Operating (50/50) Section 5311	\$ 1,770,550.00
Capital to Sub-recipient (80/20) Section 5339	\$ 514,912.80
Capital to Sub-recipient (80/20) Section 5339	\$ 228,189.60
<b>Total Administration, Operating and Capital</b>	<b>\$ 2,686,140.73</b>

<b>Los Alamos County - 5310</b>	<b>Federal</b>
Capital to Subrecipient (100) Section 5310	\$ 267,585.00
<b>Total Capital</b>	<b>\$267,585.00</b>

Vehicle purchase funds that are not obligated by contract by August 31, 2024, may revert to the Department. Capital equipment acquisition funds that are not obligated by contract by August 31, 2025, may revert to the Department. Capital rehab/renovation and construction project funds that are not obligated by contract by August 31, 2026, may revert to the Department.

This program is funded with grants provided by the FTA Section 5305 Statewide Transportation Planning Formula Program, Assistance Listing number 20.505; FTA Section 5307 Urbanized Area Formula Program, Assistance Listing number 20.507; FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program, Assistance Listing number 20.513; FTA Section 5311 Formula Grants for Rural Areas, Assistance Listing number 20.509; and FTA Section 5339 Bus and Bus Facilities Formula and Discretionary

Program, Assistance Listing number 20.526. (**Attachment A.**) The Department's share of Program expenses shall be obtained from the federal government. State funds will not be earmarked or disbursed to fund the Program. The Department shall not be responsible for any other costs incurred by the Subrecipient. The Subrecipient shall take all actions necessary to fund its share of the Program.

**3. Method of Payment.**

The Department shall reimburse the Subrecipient for the Department's share of Program administration, operating assistance, and/or non-vehicle capital upon receipt of invoices with sufficient supporting documentation as determined and approved by the Department indicating that expenses have been paid and/or money is owed.

The Subrecipient is to submit Budget Summary Reports for administration and/or operating assistance on a monthly basis, to be received by the Department by the 25th day of the following month. Reimbursement requests for non-vehicle capital shall be submitted within 30 days of payment to the vendor.

All reimbursement requests shall be submitted to the Department utilizing BlackCat. All expenses must be actual and listed on the invoice as charged. Rounding up or down, other than the total, is not permitted. Only those expenses or percentage thereof, properly documented and deemed eligible, shall be reimbursed. The Department may withhold payment of invoices that are incorrect and/or incomplete.

For Subrecipients that receive capital assistance for vehicle purchases, the Department shall either reimburse the Subrecipient or the vendor (capital to vendor) on behalf of the Subrecipient for the Department's share of Program costs upon receipt of invoices, with sufficient supporting documentation as determined and approved by the Department, indicating that expenses have been paid and/or money is owed. The Subrecipient should refer to the Vehicle Purchase Procedures in the Global Resources section of BlackCat for payment procedures.

**4. Eligible Costs.**

- A. Eligible Costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR Parts 200 and 1201, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- B. Costs incurred by the Subrecipient prior to the effective date of this Agreement or after termination are not eligible for reimbursement.
- C. Within sixty (60) days after completion of this Agreement, the Subrecipient shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expense of the Program.
- D. Match shall be provided from eligible matching sources.

**5. State General Appropriation Funds Not Obligated.**

Nothing in this Agreement shall be construed as obligating State general appropriation funds for payment of any debt or liability arising under this Agreement. The parties expressly acknowledge that all payments made under this Agreement are from federal funds appropriated for these purposes.

**6. Term.**

Upon the signature of all parties, this Agreement becomes effective with a starting date of October 1, 2023. Costs incurred under this agreement for Administration and Operating expenses from October 1, 2023, to September 30, 2024, are eligible for reimbursement. Vehicle purchase funds obligated by contract by August 31, 2024, are eligible for reimbursement. Capital equipment acquisition funds obligated by contract by August 31, 2025, are eligible for reimbursement. Capital rehab/renovation and construction project funds obligated by contract by August 31, 2026, are eligible for reimbursement.

**7. Termination for Cause.**

The Department has the option to terminate this Agreement if the Subrecipient fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Subrecipients breaches on which the termination is based.

The Department may provide the Subrecipient a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Subrecipient has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Subrecipient has not begun and proceeded in good faith to correct the breach, the Department may declare the Subrecipient in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law. Upon termination of this Agreement, the Subrecipient shall return the Program equipment as specified in *Section 1. Scope of the Program*.

**8. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice from the Department to the Subrecipient. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

**9. Termination Management, Allowable Costs.**

In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The Subrecipient shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative. The Subrecipient shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

**10. Breach and Dispute Resolution.**

Disputes which cannot be resolved informally by the parties shall be decided in writing by a representative of the Department's Transit and Rail Division. The Subrecipient has ten (10) days from receipt of the decision to file a written appeal with the Transit and Rail Division. Upon appeal, the Subrecipient will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit and Rail Division on appeal shall be binding.

**11. Procurement Requirements.**

The Subrecipient shall purchase Program equipment pursuant to procedures established by 2 CFR Parts 200 and 1201, the United States Department of Transportation (U.S. DOT), the FTA, applicable New Mexico State Law, and the standards set forth in: Third Party Contracting Guidance, FTA Circular 4220.1F; and the Americans with Disabilities Act of 1990, Pub. L. No. 101-336.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(j) as amended by the Infrastructure Investment in Jobs Act (IIJA).

Prior to awarding a bid award or execution of a contract for services or capital equipment in excess of \$10,000, the Subrecipient shall seek concurrence in writing from the Department.

**12. Rolling Stock.**

In acquiring rolling stock, the Subrecipient agrees that the parties are bound by the following provisions:

- A. **Method of Acquisition.** In compliance with 49 U.S.C. Section 5325(f), the Recipient agrees that any third party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.

- B. **Multi-year Options.** In accordance with 49 U.S.C. Section 5325(e)(1), a Recipient procuring rolling stock financed with Federal assistance under 49 U.S.C. Chapter 53 may not enter into a multiyear contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.
- C. **Buy America.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments to those regulations that may be promulgated.
- D. **Pre-Award and Post-Delivery Audits.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre Award and Post Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any amendments to those regulations that may be promulgated.
- E. **Bus Testing.** To the extent applicable, the Recipient agrees to comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

### 13. Insurance.

The Subrecipient shall maintain liability, comprehensive, collision, and uninsured motorist insurance adequate to protect the Program equipment, and satisfactory to the Department. The Department shall be named as an additional insured and a loss payee on Subrecipient's policy for each vehicle on which the Department has a lien. A certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance. The Subrecipient shall provide the Department documentation of subsequent renewals and shall keep on file a copy of the insurance policy, which shall be accessible to the Department.

The Subrecipient shall require contractors and subcontractors hired to perform the services under this Agreement to have a commercial general liability insurance policy. The Department shall be named as an additional insured on the contractor's and subcontractor's policy and a certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.

The Subrecipient shall require contractors and subcontractors hired to perform services under this Agreement to indemnify, defend and hold harmless the State of New Mexico, the Department, its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury, including death or damages arising out of contractors' or subcontractors' construction or maintenance activities pursuant to this Agreement, as memorialized herein and subject to any additional permit that may be required of the contractor or subcontractor to perform said activities.

### 14. New Mexico Tort Claims Act.

As between the Department and the Subrecipient, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

### 15. Use of Program Equipment.

- A. A Program Vehicle Inventory shall be completed for each vehicle used in the program and entered into BlackCat within thirty (30) days of delivery. Post Delivery Inspection forms shall be completed before the vehicle is placed into service. The forms shall be uploaded to the corresponding vehicle inventory in BlackCat. Vehicle Inventory shall be reported and updated within BlackCat on a quarterly schedule, and as changes to the vehicle inventory occur.

- B. The Subrecipient shall maintain a current written fleet maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. Major corrective maintenance, warranty tracking and claims recovery, and recall notifications shall be reported in BlackCat as they are received and updated as repairs are completed.
- C. The Subrecipient shall follow the equipment manufacturer's minimum standards and recommended preventive maintenance schedules. The Subrecipient shall maintain the equipment in a clean, safe, and mechanically sound condition. The Department or its authorized representative has the right to conduct periodic inspections during normal business hours for the purpose of confirming property maintenance pursuant to this clause.
- D. The Subrecipient shall keep Vehicle Inspection Records before and/or after the use of each transit vehicle.
- E. Each vehicle shall be equipped with a fire extinguisher, first aid kit (including a blood borne pathogens/biohazard kit), fluorescent triangles and/or safety flares, reflective vests for drivers, flashlights, and web cutters/seat belt cutters, while the vehicle is in operation.
- F. Program Facilities Inventory shall be completed for each facility used in the Program. The Program Facility Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the facility inventory occur.
- G. The Subrecipient shall maintain a current written facility maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up.
- H. The Program equipment shall be used to provide public transportation service within the described service area and in the manner described in *Section 1. Scope of Program*.
- I. Failure to use Program equipment as described in *Section 1. Scope of Program* shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- J. The Subrecipient shall notify the Department immediately of vehicular/facilities accidents, thefts, or vandalism involving Program equipment. All supporting documentation relating to the incident, including police reports, damage assessments, and insurance claims shall be reported and uploaded in BlackCat to the corresponding inventory record. Failure to notify the Department shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- K. All program equipment that is damaged in an accident, by vandalism, or weather is to be repaired or replaced depending on the physical and monetary extent of the damage and according to its scheduled final disposition.
- L. If the Subrecipient wants to remove any Program equipment from service or dispose of such equipment either as a result of planned withdrawal, casualty loss, or transfer, the Subrecipient shall submit a completed disposition or transfer request in BlackCat including all relevant and required supporting documentation. The Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.
- M. The Department may require that Program equipment purchased under FTA programs, on which liens are held, be returned to the Department. Such Program equipment shall be returned in good working condition within ten (10) business days or as stipulated by the Department. If the Subrecipient fails to return the equipment, the Department, as the recorded lien holder, shall have the right to immediately repossess the vehicle(s) by whatever means available to it under New Mexico law.
- N. Upon termination of the Agreement under *Section 7. Termination for Cause*, the Subrecipient shall not be eligible for reimbursement of any costs associated with the vehicle(s) purchase or be entitled to damages

arising from Program operations, except that the Subrecipient shall be reimbursed for its pro-rata share of the Program equipment's depreciated value as determined by the straight-line depreciation method.

- O. The Subrecipient agrees that no modifications will be made to Program vehicle(s) with liens held by the Department without prior written approval of the Department. If unapproved modifications are made, the Subrecipient is responsible for the cost of restoring the vehicle(s) to its original condition.

#### 16. Charter Bus Requirements.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. Part 604.9. Any charter service provided under one of the exceptions shall be "incidental." For example, it shall not interfere with or detract from the provision of mass transportation.

#### 17. School Bus Requirements.

Pursuant to 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities.

#### 18. Certificate of Title for Vehicles.

Any title to capital equipment the Subrecipient purchases will reflect in a lien in favor of the Department. The liens will remain in effect according to the following schedule:

Category	Approx. GVW	Minimum Life (either years or miles)	
		Years	Miles
Heavy-Duty Large Bus	33,000 to 40,000lbs	15	625,000
Medium-Duty and Purpose-Built Bus	16,000 to 26,000lbs	10	285,000
Light-Duty Mid-Sized Bus	10,000 to 16,000lbs	8	240,000
Light-Duty Small Bus, Cutaway, and Modified Van	6,000 to 14,000	7	175,000

The Subrecipient shall pay all costs associated with obtaining, securing, and maintaining titles and liens including the payment of all applicable taxes and fees.

#### 19. Duration of Lien.

The Subrecipient shall not pledge or collateralize any vehicles purchased under this Agreement without written authorization from the Department. This restriction is in effect from the date a title certificate is issued to when the Department releases the lien pursuant to *Section 18. Certificate of Title for Vehicles*. For specifics on disposition of vehicles after title lien is released, the Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.

## 20. Reporting Requirements.

- A. **Monthly Budget Summary Reporting.** Section 5311 Subrecipients shall submit a monthly invoice/report using BlackCat to include financial expenditures and service data, as described in *Section 3. Method of Payment*. This monthly invoice shall be submitted to the Department by the 25<sup>th</sup> of the following month.
- B. **Vehicle/Facility Updates.** Section 5310 and Section 5311/5339 Subrecipients shall report *all* vehicle/facilities inventories within the BlackCat system as well as updates to the vehicle/facilities inventories as they occur.
- C. **Quarterly Section 5310 Ridership and Vehicle Inventory Reporting.** Section 5310 Subrecipients shall report Section 5310 ridership statistics quarterly within BlackCat system. Quarterly Ridership Reports are due thirty (30) days after the quarter ends. Reports are due January 30, April 30, July 30, and October 30 respectively. For 4<sup>th</sup> quarter reports, subrecipients shall upload certificates of insurance documenting compliance with *Section 13. Insurance*.
- D. **Drug and Alcohol Quarterly Testing Report.** Section 5311 Subrecipients will submit a quarterly Testing Report in BlackCat for each quarter of the calendar year. Subrecipients will also conduct one (1) breath alcohol test observation and two (2) urine collection observations during the calendar year. Completed checklists shall be submitted with the corresponding quarterly testing report during the quarter in which the test(s) were observed. Reports are due January 31, April 30, July 31, and October 31 respectively.
- E. **Semi-annual Disadvantaged Business Enterprise (DBE) Reporting.** Section 5311 Subrecipients will submit in BlackCat semi-annual DBE reports due May 15 (for the period October 1 to March 31) and due November 15 (for the period April 1 to September 30).
- F. **National Transit Database (NTD) Rural Report.** Section 5311 Subrecipients will submit an annual NTD report, as required by 49 U.S.C. Section 5335, due December 15.
- G. **Drug and Alcohol Management Information System (MIS) Data.** Section 5311 Subrecipients will submit drug and alcohol testing data for the previous calendar year using the Management Information System (MIS) Data Collection Form to the entity designated by the Department before March 1 of each year.
- H. **Drug and Alcohol Compliance Review/Report.** Section 5311 Subrecipients will participate in Drug and Alcohol Compliance Reviews by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies cited in the final report and respond to all recommendations in the final report.
- I. **Technical Assistance and Compliance Review/Report.** Section 5310 and Section 5311/5339 Subrecipients will participate in a Technical Assistance and Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies cited in the final report and respond to all recommendations in the final report.
- J. **Transit Asset Management (TAM) Reporting.** Section 5310 and Section 5311 Public Transit Providers may participate in a group TAM Plan sponsored by The Department (49 U.S.C. 625). All TAM plan participants shall sign a TAM Plan Approval Statement and assign an Accountable Executive to be identified in BlackCat. TAM reporting requires participants to maintain updated asset/facility inventories and condition assessments in BlackCat.

The Department may withhold payment of monthly invoices if reports are not submitted in a timely manner, are incorrect and/or incomplete. The Subrecipient's failure to submit reports in a timely manner on the dates specified shall be a material breach of this Agreement and shall be subject to termination as provided in *Section 7. Termination for Cause*.

**21. Retention of Records.**

The Subrecipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred in the Program for three (3) years after the date of termination or expiration of this Agreement.

**22. Access to Records.**

The Subrecipient shall grant authorized representatives of the Department, the State, and the federal government access to books, documents, papers, reports, and records of the Subrecipient or its contractors or subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subrecipient shall reimburse the Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the State or federal government.

**23. Audit.**

Pursuant to New Mexico administrative code 2.2.2.8(D), all governmental agencies are required to have their financial affairs thoroughly examined and audited each year by the Office of the State Auditor or independent auditors approved by the Office of the State Auditor. The list of approved auditors can be found [here](#).

The Subrecipient shall ensure that an annual audit of the Program based on the Subrecipient's fiscal year shall be conducted pursuant to 2 CFR Parts 200 and 1201.

**24. Audit Exceptions.**

If federal or State audit exceptions are made, the Subrecipient shall reimburse all costs incurred by the State and the Department associated with defending against the exceptions, which includes but is not limited to costs of performing a new audit or a follow-up audit, court costs, attorneys' fees, travel costs, penalty assessments.

Immediately upon notification from the Department, the Subrecipient shall reimburse the amount of the audit exception and any other related costs directly to the Department. In the notification, the Department may inform the Subrecipient of the Department's election to withhold an amount equal to the payment owed under this Section from any future distribution owed to Subrecipient under this Agreement.

**25. Third Party Beneficiaries.**

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

**26. Contracting and Assignment.**

The Subrecipient shall not contract or permit to have subcontracted any portion of this Agreement without prior written approval of the Department. No such contracting or subcontracting shall relieve the Subrecipient from its obligations and liabilities under this Agreement, nor shall any contracting or subcontracting obligate payment from the Department.

Except to a successor in kind, the Subrecipient shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written approval of the Department.



Should contract(s), subcontract(s) or an assignment be authorized by the Department, the contractor(s), subcontractor(s) and assignor(s) shall be subject to all provisions of this Agreement. It shall be the Subrecipient's responsibility to duly inform the contractor(s), subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

**27. Training.**

The Subrecipient shall ensure that all drivers described in the Operations Profile are trained in accordance with the Department's Training Standard Operating Procedures. The Subrecipient should refer to the Training Procedures in the Global Resources section of BlackCat. Should the Subrecipient fail to satisfy the terms and conditions as outlined, the Subrecipient may be found to be in breach of contract and subject to the provisions of *Section 7. Termination for Cause*.

**28. No Federal Government Obligation to Third Parties.**

- A. The Department and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Department, Subrecipient, or any other party (whether or not a party to the Agreement or any contract or subcontract) pertaining to any matter resulting from the Agreement.
- B. The Subrecipient agrees to include the above clause in each contract or subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the contractor or subcontractor who will be subject to its provisions.

**29. Drug and Alcohol Testing.**

- A. The Subrecipient will implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce documentation necessary to establish its compliance, permit authorized representatives of the U.S. DOT or the Department to inspect the facilities and records associated with the drug and alcohol testing program, and review the testing process.
- B. The Subrecipient will submit for review and approval a copy of its Policy Statement developed to implement its drug and alcohol testing program.
- C. The Subrecipient agrees to participate in the Department's consortium.
- D. The Subrecipient agrees to develop a drug and alcohol program standard operating procedures desk manual.
- E. The Subrecipient will participate in Department-provided training opportunities.

**30. Labor Warranty.**

The Section 5311 Subrecipient agrees to comply with the terms and conditions of the Special 49 U.S.C. Section 5333(B) Labor Protection Warranty. The Subrecipient will assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

**31. Transit Employee Protection Guidelines.**

The Section 5307 Subrecipient agrees to protect transit employees pursuant to Section 5333(b) of Title 49 U.S. Code. The Subrecipient shall provide for the preservation of rights and benefits of employees under existing collective bargaining agreements, continuation of collective bargaining rights, and protection of individual employees against a worsening of their positions in relation to their employment, assurances of employment to employees of acquired transit systems, priority of reemployment, and paid training or retraining programs.

### 32. Civil Rights Laws and Regulations Compliance.

The Subrecipient shall comply with all federal, State, and local laws and ordinances applicable to the work called for under this Agreement.

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, 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 Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability, or other protected class. The Subrecipient shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue. The Nondiscrimination Assurance is attached as **Assurance 3**.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Agreement:
1. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Subrecipient 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. Part 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. Section 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 Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including gender identity and sexual orientation). 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 awarded contractor shall comply with any implementing requirements FTA may issue.
  2. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient shall comply with any implementing requirements FTA may issue.
  3. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. Section 12112, the Subrecipient 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 awarded contractor shall comply with any implementing requirements FTA may issue.
- C. The Subrecipient shall include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- D. The Subrecipient also agrees to ensure that these requirements are included in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**33. DBE Policy.**

- A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2023 fiscal year is 21.3%, through race-neutral means.
- B. The Subrecipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the performance of the Agreement. The Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Program. Failure by the Subrecipient to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the Subrecipient signs with a contractor shall include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The Subrecipient agrees 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, all recipients or 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. Recipients and their 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. The Subrecipient will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- D. The Subrecipient is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the awarded contractor's receipt of payment for that work from the Department.
- E. The Subrecipient shall promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work and shall make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subrecipient may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

A subrecipient of FTA funds shall meet applicable DBE requirements when funds are used in whole or in part to finance procurements of and contracts for applicable products and services. A subrecipient with contracting opportunities shall sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients*, which is attached as **Certification 1**.

**34. ADA Access.**

The Subrecipient shall comply with 49 U.S.C. Section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for seniors and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973; with 29 U.S.C. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA); 42 U.S.C. Sections 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. Sections 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities.

**35. Program Fraud and False or Fraudulent Statements or Related Acts.**

- A. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Sections 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 program. The Subrecipient certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant Agreement or the FTA assisted program for which this work is being performed. The Subrecipient 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 Subrecipient to the extent the federal government deems appropriate.

- B. The Subrecipient 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 program that is financed in whole or in part with federal assistance originally awarded by FTA, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 on the Subrecipient to the extent the federal government deems appropriate.
- C. The Subrecipient certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. The Subrecipient further agrees that these clauses shall not be modified, except to identify the contractor or subcontractor subject to its provisions.
- D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, NMSA 1978, Sections 44-9-1 through 44-9-14.

### **36. Lobbying.**

A subrecipient receiving \$100,000 or more of 49 U.S.C. Section 5311 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying" with the application. The Subrecipient shall certify that it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

Before awarding a third-party contract exceeding \$100,000, the Subrecipient shall obtain a signed Lobbying Certification from the contractor. Each tier below the contractor awarded a subcontract exceeding \$100,000 shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the Subrecipient.

### **37. Officials Not to Benefit.**

Neither any member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

### **38. Clean Water and Air Requirements.**

- A. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. Sections 1251 *et seq.*, and the Clean Air Act, 42 U.S.C. Sections 7401 *et seq.* The Subrecipient agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.
- B. The Subrecipient agrees to include these requirements in each contract or subcontract exceeding \$150,000.00 and financed in whole or in part with federal assistance provided by the FTA.

### **39. Energy Conservation**

The Subrecipient 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.*

#### **40. Debarment and Suspension.**

Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. Section 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. Section 6101 note, as implemented by 2 C.F.R. Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200 prohibits FTA subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Subrecipients shall include the certification and instruction language contained at 2 C.F.R. Part 1200 in all Invitations for Bids and Requests for Proposals (for inclusion by contractors and subcontractors in their bids or proposals) for all contracts expected to equal or exceed \$25,000.00, regardless of the type of contract to be awarded.

The Subrecipient is required to verify that none of the Subrecipient's principals or affiliates are excluded or disqualified as defined, as defined by 2 C.F.R. Part 1200. By signing and submitting this Agreement, the Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/Subrecipient or proposer/Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/Subrecipient or proposer/Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 1200 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/Subrecipient or proposer/Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **41. 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 Subrecipient shall promptly notify the Department so that it can notify the Federal Government. The Subrecipient shall include a similar notification requirement in its third-party agreements and shall require each third-party participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.230 and 1200.230. 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.

#### **42. Seat Belt Use**

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

#### **43. Safe Operation of Motor Vehicles**

The Subrecipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

- (i) Safety. The Subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Subrecipient owns, leases, or rents, or a

privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) Recipient Size. The Subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) Extension of Provision. The Subrecipient agrees to encourage its contractors to comply with this Special Provision and include this Special Provision in each third-party contract at each tier supported with federal assistance.

#### **44. 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.

#### **45. Central Contractor Registration Requirements.**

Prior to payment of invoices and receipt of vehicles and equipment, the Subrecipient shall register and maintain current registration in the Central Contractor Registration website, <http://www.sam.gov>. Registration requires having a Dun and Bradstreet Data Universal Number (DUNS), see <http://www.dnb.com>. The Department will not provide vehicles, or make payments, until the Subrecipient demonstrates that it is registered with the System for Award Management (SAM) website.

#### **46. Federal Grant Reporting Requirements.**

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on [www.USAspending.gov](http://www.USAspending.gov).

The type of information the Department is required to report includes:

- Name of Subrecipient receiving the award,
- Amount of Award,
- Funding Agency,
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants,
- Program source,
- Award title descriptive of the purpose of the funding action,
- Location of the Subrecipient, which includes the Congressional District,

- Place of performance of the program or activity, which includes the Congressional District,
- Unique Entity Identifier of the Subrecipient and its parent organization, if one exists, and
- Total compensation and names of the top five executives of the Subrecipient. This information is required, if the Subrecipient in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Subrecipient's grant application and standard reports. However, the Subrecipient will be required to provide additional information, which includes the total compensation and names of the Subrecipient's top five executives, if applicable. As specified earlier in Section 42, "Central Contractor Registration Requirements," of this Agreement, the Subrecipient shall register with SAM.gov and provide that information to the Department.

**47. Severability.**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

**48. Scope of Agreement.**

This Agreement incorporates all of the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreements or understandings of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

**49. Applicable Law and Venue; Federal Changes.**

The Subrecipient shall comply with all federal, State, and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current year's Master Agreement between the Department and the FTA. The Subrecipient shall make as part of this Agreement between the Department and the Subrecipient the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**50. Incorporation of FTA Terms.**

Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4230.1F, and 9040.1F, are 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 Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the web at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>.

**51. Amendment.**

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties. Specifically excluded from this requirement are revisions to transportation services and fare schedules identified in the Operations Profile. *Section 1. Scope of Program, Paragraphs C and E*, details how such changes are to be approved and documented.

**In witness whereof**, each party is signing this Agreement on the date stated below that party's signature. This Agreement becomes effective on the date the last party signed the Agreement.

**New Mexico Department of Transportation**

DocuSigned by:  
*Ricky Serna*  
5940E8A6255842F...

\_\_\_\_\_  
NMDOT Cabinet Secretary or Designate

1/1/2024

\_\_\_\_\_  
Date

**INCORPORATED COUNTY OF LOS ALAMOS**

*Steve Lynne*

\_\_\_\_\_  
Signature

Steve Lynne County Manager

\_\_\_\_\_  
Name/Title (please print)

12/22/2023

\_\_\_\_\_  
Date

Approved as to Form and Legal Sufficiency by the Department's Office of General Counsel.

DocuSigned by:  
*John Newell*  
John Newell  
Assistant General Counsel  
C750CEC1625D488...

\_\_\_\_\_  
NMDOT Assistant General Counsel

10/16/2023

\_\_\_\_\_  
Date



# ATTACHMENT A

## **§200.331 Requirements for pass-through entities.**

### **All pass-through entities must:**

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

## ATTACHMENT A-1

**§200.331 Requirements for pass-through entities.****All pass-through entities must:**

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

**Federal Award Identification.**

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	<b>Incorporated County of Los Alamos</b>
(ii) Subrecipient's unique entity ID;	<b>NUDDNPTPSE45</b>
(iii) Federal Award Identification Number (FAIN);	<b>NM-2022-015</b>
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	<b>7/22/2021</b>
(v) Subaward Period of Performance Start and End Date;	<b>10-01-2023 thru 09-30-2024</b>
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	<b>Administrative \$172,488.33 Operating \$432,215.00</b>
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	<b>Administrative \$172,488.33 Operating \$432,215.00</b>
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	<b>Administrative \$172,488.33 Operating \$432,215.00</b>
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	<b>FY21 5311 Rural Transit Appropriation for FY24 Program Funding Award</b>
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	<b>Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -699-4350, DavidC.Harris@dot.nm.gov, P.O. Box 1149 Santa Fe, NM 87501-1149</b>
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	<b>20.509</b>
(xii) Identification of whether the award is R&D; and	<b>No R&amp;D</b>
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	<b>N/A</b>

## ATTACHMENT A-2

**§200.331 Requirements for pass-through entities.****All pass-through entities must:**

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

**Federal Award Identification.**

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	<b>Incorporated County of Los Alamos</b>
(ii) Subrecipient's unique entity ID;	<b>NUDDNPTPSE45</b>
(iii) Federal Award Identification Number (FAIN);	<b>NM-2020-004</b>
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	<b>7/3/2019</b>
(v) Subaward Period of Performance Start and End Date;	<b>10-01-2023 thru 09-30-2024</b>
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	<b>Administrative \$0.00 Operating \$1,338,335.00</b>
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	<b>Administrative \$0.00 Operating \$1,338,335.00</b>
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	<b>Administrative \$0.00 Operating \$1,338,335.00</b>
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	<b>FY19 5311 Rural Transit Appropriation for FY24 Program Funding Award</b>
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	<b>Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -699-4350, DavidC.Harris@dot.nm.gov, P.O. Box 1149 Santa Fe, NM 87501-1149</b>
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	<b>20.509</b>
(xii) Identification of whether the award is R&D; and	<b>No R&amp;D</b>
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	<b>N/A</b>

## ATTACHMENT A-3

**§200.331 Requirements for pass-through entities.****All pass-through entities must:**

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

**Federal Award Identification.**

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	<b>Incorporated County of Los Alamos</b>
(ii) Subrecipient's unique entity ID;	<b>NUDDNPTPSE45</b>
(iii) Federal Award Identification Number (FAIN);	<b>NM-2023-XXX</b>
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	<b>4/28/2022</b>
(v) Subaward Period of Performance Start and End Date;	<b>10-01-2023 thru 08-31-2025</b>
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	<b>Capital \$743,102.40</b>
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	<b>Capital \$743,102.40</b>
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	<b>Capital \$743,102.40</b>
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	<b>FY22 5339(a) Buses and Bus Facilities Formula Appropriation for FY24 Program Funding Award</b>
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	<b>Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -699-4350, DavidC.Harris@dot.nm.gov, P.O. Box 1149 Santa Fe, NM 87501-1149</b>
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	<b>20.526</b>
(xii) Identification of whether the award is R&D; and	<b>No R&amp;D</b>
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	<b>N/A</b>

## ATTACHMENT A-4

**§200.331 Requirements for pass-through entities.****All pass-through entities must:**

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

**Federal Award Identification.**

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	<b>Incorporated County of Los Alamos</b>
(ii) Subrecipient's unique entity ID;	<b>NUDDNPTPSE45</b>
(iii) Federal Award Identification Number (FAIN);	<b>NM-2016-015</b>
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	<b>2/16/2016</b>
(v) Subaward Period of Performance Start and End Date;	<b>10-01-2023 thru 09-30-2024</b>
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	<b>Capital \$214,068.00</b>
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	<b>Capital \$214,068.00</b>
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	<b>Capital \$214,068.00</b>
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	<b>FY16 5310 Enhanced Mobility of Seniors and Individuals with Disabilities for FY24 Program Funding Award</b>
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	<b>Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -699-4350, DavidC.Harris@dot.nm.gov, P.O. Box 1149 Santa Fe, NM 87501-1149</b>
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	<b>20.513</b>
(xii) Identification of whether the award is R&D; and	<b>No R&amp;D</b>
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	<b>N/A</b>

## ATTACHMENT A-5

**§200.331 Requirements for pass-through entities.****All pass-through entities must:**

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

**Federal Award Identification.**

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	<b>Incorporated County of Los Alamos</b>
(ii) Subrecipient's unique entity ID;	<b>NUDDNPTPSE45</b>
(iii) Federal Award Identification Number (FAIN);	<b>NM-2021-023</b>
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	<b>7/3/2019</b>
(v) Subaward Period of Performance Start and End Date;	<b>10-01-2023 thru 09-30-2024</b>
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	<b>Capital \$53,517.00</b>
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	<b>Capital \$53,517.00</b>
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	<b>Capital \$53,517.00</b>
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	<b>FY19 5310 1-C Enhanced Mobility of Seniors and Individuals with Disabilities for FY24 Program Funding Award</b>
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	<b>Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -699-4350, DavidC.Harris@dot.nm.gov, P.O. Box 1149 Santa Fe, NM 87501-1149</b>
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	<b>20.513</b>
(xii) Identification of whether the award is R&D; and	<b>No R&amp;D</b>
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	<b>N/A</b>

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

**NONDISCRIMINATION ASSURANCE AGREEMENT  
FOR  
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS**

**INTRODUCTION AND INSTRUCTIONS:**

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.

On behalf of this Agreement, the **INCORPORATED COUNTY OF LOS ALAMOS**; hereinafter referred to as "**Subrecipient**" assures that:

1. Subrecipient will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:

- a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
- b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
- c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
- d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,
- g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq.,
- h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.,
- i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
- j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
- k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.

2. Subrecipient will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

## NONDISCRIMINATION ASSURANCE 3

## 3. As required by 49 CFR § 21.7:

- a. Subrecipient will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
  - (1) Subrecipient implements its Award,
  - (2) Subrecipient undertakes property acquisitions, and
  - (3) Subrecipient operates all parts of its facilities, as well as its facilities operated in connection with its Award.
- b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
- c. Subrecipient will promptly take the necessary actions to carry out this assurance, including the following:
  - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
  - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
- d. If Subrecipient transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
  - (1) While the property is used for the purpose that the federal assistance is extended, or
  - (2) While the property is used for another purpose involving the provision of similar services or benefits.
- e. The United States has a right to seek judicial enforcement of any matter arising under:
  - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
  - (2) U.S. DOT regulations, 49 CFR part 21, or
  - (3) This assurance.
- f. Subrecipient will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
  - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
  - (2) U.S. DOT regulations, 49 CFR part 21, and
  - (3) Federal transit law, 49 U.S.C. § 5332.
- g. Subrecipient will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
- h. Subrecipient will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
  - (1) Subrecipient,
  - (2) Transferee,
  - (3) Third Party Contractor or Subcontractor at any tier,
  - (4) Successor in Interest,
  - (5) Lessee, or
  - (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. Subrecipient will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
  - (1) Subagreement at any tier,
  - (2) Property transfer agreement,
  - (3) Third party contract or subcontract at any tier,



NONDISCRIMINATION ASSURANCE 3

- (4) Lease, or
- (5) Participation agreement.

j. The assurances you have made on your behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:

- (1) Federal assistance is provided for its Award,
- (2) Subrecipient property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
- (3) Subrecipient retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
- (4) Subrecipient transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
- (5) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:

a. Subrecipient will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:

- (1) Construct any facility,
- (2) Obtain any rolling stock or other equipment,
- (3) Undertake studies,
- (4) Conduct research, or
- (5) Participate in any benefit or obtain any benefit from any FTA administered program.

b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability be:

- (1) Excluded from participation,
- (2) Denied benefits, or
- (3) Otherwise subjected to discrimination.

AFFIRMATION OF APPLICANT

Name of Applicant: Los Alamos County

Printed Name of Authorized Representative: Steven Lynne

Relationship of Authorized Representative: County Manager

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: Steve Lynne Date: 12/22/2023

Printed Name of Signing Official: Steven Lynne

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 Payment****Prompt 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.

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

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