



**SANTA FE METROPOLITAN PLANNING ORGANIZATION &  
CITY OF SANTA FE  
"REQUEST FOR QUALIFICATIONS"  
(RFQ)  
SANTA FE MPO PRE-TEEN AND TEEN INDEPENDENT  
TRANSIT AND MOBILITY PLAN**



**I. BACKGROUND:**

Emerging trends in transportation in the United States include increases in transit, bicycling and walking. Included with these trends are reductions in vehicle miles traveled, fewer car trips per driver and shorter car trips. Studies indicate that the trend away from the single passenger automobile is being led by young people. According to the National Household Travel Survey (NHTS), between 2001 and 2009, the average number of vehicle-miles traveled by young people (16-34 year-olds) decreased from 10,300 miles to 7,900 miles per capita, a drop of 23 percent. (Download from [nhts.ornl.gov/det](http://nhts.ornl.gov/det)). Please note, the American Community Survey, 5-Year Estimates (2008-2012) 11,021 youth age 10-17 or 9.2% of the Santa Fe metropolitan area.

There may be a multitude of factors regarding this behavior change including characteristics of the community in which they are traveling. It is the desire of the Santa Fe MPO to better understand if and how this trend may be influencing mobility choices, perceptions and needs within a cohort of youth ages 10 to 17. Included in this planning initiative is a desire to understand both mobility methods and formal and informal pathways in which youth navigate the metropolitan area and consequently map that activity. Once baseline data is derived, our goal is to present our member agencies with options that may further reinforce and support an integrated multimodal transportation system at the same time supporting the independence, social and academic success of our youth.

In August of 2015 the Santa Fe MPO Transportation Policy Board adopted the Santa Fe Metropolitan [Public Transit Master Plan](#), the Metropolitan [Pedestrian Master Plan](#) and the 2015-2040 [Metropolitan Transportation Plan](#) (MTP) completing the entirety of modal master plans including the [Bicycle Master Plan](#) for the metro area. Each underscores the importance to address the need for increased modal options for residents and visitors. The MTP emphasizes mobility with the following statement;

*An integrated multimodal transportation system allows residents and visitors of our region the freedom of personal mobility and choice of how to travel—whether it's walking, biking, driving, carpooling, or riding public transportation. (Pg 1-1, 2015 MTP)*

The Santa Fe MPO invites interested parties to consider assisting with this challenging endeavor by bringing respected professional experiences and innovative approaches to help meet our desired goals. Please go to [www.santafempo.org](http://www.santafempo.org) for access to all planning documents relevant to this project.

**II. REQUIREMENTS:**

**A. Scope**

The awarded consultant will provide guidance and professional assistance for the development of a Pre-Teen and Teen Independent Transit and Mobility Plan. The Plan is to be utilized by the Santa Fe Metropolitan Planning Organization (MPO) its constituent transit service providers and member agencies. Please note, the project will be staffed by the Santa Fe MPO Transportation Planner, as project manager. In forming guidance and recommendations, the contractor should consider the following elements:

Public transit, multi-use trails and formal and informal paths enable a certain level of independent travel though out the community. (For this effort independent mobility is defined as a pre-teen or teenager traveling through the community without direct assistance from an adult/parent and without an automobile.) As pre-teens age they typically increase the diversity of after-school trips as extramural activities including sports, music, arts and employment opportunities increase. Generally in the United States, as teens attain driver's licenses their independent mobility option simply shifts to the single passenger automobile as well as their reliance on its use. However, recent trends indicated that youth primarily in urban centers are less attracted to

automobile dependency for a variety of reasons. By analyzing current attitudes, perceptions and behaviors of youth in the Santa Fe Metropolitan Area in 2016 the Santa Fe MPO may achieve the following:

- Development of policies and programs that maximizes travel independence via transit and active transportation as youth move into adulthood.
- Provide parents and schools with resources and tools that encourage youth to safely travel within the community as using transit and active transportation as alternatives to the automobile.
- Increase employment access and opportunities for teens.
- Development of infrastructure gap analysis that supports current and latent demand for youth travel movements throughout the community.
- Develop partnerships with SFP Schools, City Youth and Family Services, Santa Fe Community Services, Santa Fe Prevention Alliance, Youth Works, and the Student Wellness Action Team to list a few.
- Encourage and increase transit ridership from all socio-demographic areas of youth and help to shift perceptions of walking, biking and transit from an un-cool negative stereotype to one of independence, freedom and safety.
- Develop metrics regarding ridership and origin/destination for local service providers.
- Determine after-school and weekend trips that pre-teens and teenagers make

Desired determinants include the following; however guidance from the selected consulting team may provide insight as to modifications of these listed:

- Degree of independence of cohort regarding travel or the number of mobility options available, used, frequency of use and desired destinations;
- Perceived and real safety measures associated with modes of travel;
- Map formal, informal paths and types of independent mobility movements (walk, skateboard, bicycle, scooter/moped, bus, other);
- Determine approximate age of when young people gain independence in their daily travels; and
- Demographic Mapping and Data Collection: # of youth age 10-17 in the Santa Fe Metropolitan Area and public/private school and residential locations.

#### **B. Consultant Team and Resumes**

Provide a personnel summary of individuals participating including roles, task-lead responsibility, percentage of the project, and professional resumes. Identify relevant similar projects and the contributions of the individuals.

#### **C. Consultant's Experience**

Identify previous project work experience that is relevant to this project. Highlight key features and benefits produced by the Consultant in that project. Identify which of the team members proposed for this project also worked on the example project. Provide contact names, phone number and e-mail addresses for representative example projects.

### **III. ANTICIPATED WORK TASKS AND CONSULTANT'S PROJECT UNDERSTANDING AND APPROACH**

Provide a clear statement of the project, including the overall objectives and key challenges as your team understands them. Provide an outline of specific tasks to be performed indicating what will be done, in what sequence, and as led by whom. Describe key features of the planning approaches that could be employed by the project team, noting any previous experience with these features.

- List all major tasks and activities, please modify the draft task list below in a manner that your team sees fit to provide a successful project within the given budget and time frame.
- List all deliverables
- List any key assumptions
- List any optional services or deliverables and identify why/when these should be included
- Propose a project schedule assuming the project begins on May 1<sup>st</sup>, 2016
- Describe project management approach
- Describe project staffing plan and lead office location

## DRAFT TASK LIST

Task 1. Data collection and analysis services that determine –

- Sociodemographic data associated with subjects
- Professional survey data associated with subject travel patterns and behaviors
- Creation of localized metrics that reveal degree of travel independence/dependence
- Deliverable of a Data Collection and Analysis draft chapter of the Pre-Teen and Teen (10-17 years of age) Independent Transit and Mobility Plan

Task 2. Public engagement services that allow for subjects and community partners to fully participate in the planning process from beginning to end

- Marketing/Advertising of gatherings and input efforts
- Social Media Outreach
- Subject participant working groups and forums
- Community Partnership Outreach (Non-profit, governmental, schools, parents and local groups organized around youth)
- Deliverable of a draft chapter summarizing all public engagement activities and results of the Pre-Teen and Teen (10-17 years of age) Independent Transit and Mobility Plan

Task 3. Mapping services that reveal formal and informal travel patterns of subjects in the Santa Fe Metro Area

- Production of GIS based e- maps
- Deliverable of a set of draft maps and descriptive data analysis

Task 4. Plan formulation, formatting and delivery services that:

- Organize all levels of input into cogent policy, program and infrastructure investment recommendations
- Formatting, writing, editing and digital graphics services for the creation of plan document
- Deliverable of the final draft Pre-Teen and Teen (10-17 years of age) Independent Transit and Mobility Plan

## IV. FTA CLAUSES

The awarded contractor must comply with the all applicable FTA clauses which are found in the attached sample professional services agreement item 18. APPLICABLE LAW; CHOICE OF LAW; VENUE

## V. EVALUATION OF QUALIFICATIONS AND CONSULTANT SELECTION

Submittals will be reviewed by a team including members of the MPO staff and from member agency staff including the City of Santa Fe and the New Mexico Department of Transportation.

The project proposal shall be received no later than Wednesday, March 30th, 2016 by 2:00 p.m. Maximum length of submittals is thirty (30) pages on 8.5"x11" paper.

The total proposed cost estimate, for this update shall be less than \$30,000.00 and must include gross receipts taxes to be paid by the contractor. Scoring/Evaluation of proposals includes: Proposed Fee/Cost (10%); Prior experience conducting similar studies (30%); Proposed project schedule and timing (30%); and Innovative and imaginative approaches to the project (30%). The proponent will submit four (4) sets of the proposal to:

Erick J. Aune, Transportation Planner, Santa Fe MPO  
City of Santa Fe Housing and Community Development Dept., Railyard District Offices  
City of Santa Fe, Post Office Box 909  
Santa Fe, NM 87504-0909

For more information, Mr. Aune may be reached at 505-955-6664 or [ejaune@santafenm.gov](mailto:ejaune@santafenm.gov)

REQUEST FOR QUALIFICATIONS  
CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and \_\_\_\_\_(the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. BACKGROUND

The Santa Fe Metropolitan Planning Organization has been awarded federal planning grant funding from the Federal Transit Authority (5304 Funds) for the purposes of developing a Pre-Teen and Teen Independent Transit and Mobility Plan. In accordance to the City of Santa Fe's procurement processes has released a Request for Qualifications (RFQ) in March of 2016. The RFQ asks for potential contactors to provide the following services for the Santa Fe Metropolitan Planning Organization: "Data collection and analysis services, public engagement services, mapping services and plan formulating, formatting and delivery services." As a result of the RFQ, the contractor, XXXXX submitted the highest scoring proposal in accordance to the evaluation criteria set forth in the RFQ.

2. SCOPE OF SERVICES

The Contractor shall provide the following services:

- A. Task 1. Data collection and analysis services that determine:
- 1) Sociodemographic data associated with subjects
  - 2) Professional survey data associated with subject travel patterns and behaviors
  - 3) Creation of localized metrics that reveal degree of travel independence/dependence

4) Deliverable of a data collection and analysis draft chapter of the Pre-Teen and Teen (10-17 years of age) Independent Transit and Mobility Plan

Task 2. Public engagement services that allow for subjects and community partners to fully participate in the planning process from beginning to end including:

- 1) Marketing/Advertising of gatherings and input efforts
- 2) Social Media Outreach
- 3) Subject participant working groups and forums
- 4) Community Partnership Outreach (Non-profit, governmental, schools, parents and local groups organized around youth)
- 5) Deliverable of a draft chapter summarizing all public engagement activities and results of the Pre-Teen and Teen (10-17 years of age) Independent Transit and Mobility Plan

Task 3. Mapping services that reveal formal and informal travel patterns of subjects in the Santa Fe Metro Area

- 1) Production of GIS based e- maps
- 2) Deliverable of a set of draft maps and descriptive data analysis

Task 4. Plan formulation, formatting and delivery services that:

- 1) Organize all levels of input into cogent policy, program and infrastructure investment recommendations
- 2) Formatting, writing, editing and digital graphics services for the creation of plan document
- 3) Deliverable of the final draft Pre-Teen and Teen (10-17 years of age) Independent Transit and Mobility Plan

### 3. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that all personnel possess the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

4. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_), plus/8.3125% GRT, inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

5. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on January 31st, 2017, unless sooner pursuant to Article 6 below.

7. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

8. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

9. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any

individual or organization by the Contractor without the prior written approval of the City.

10. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

11. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

12. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of

cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

#### 14. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

#### 15. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

16. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

17. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court. The awarded contractor must comply with the attached FTA clauses which will be included into the Purchase Order/Agreement.

Item # Clause and Certifications

A. No Obligation by the Federal Government:

1) The awarded consultant acknowledges and agrees that: Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the City

of Santa Fe, absent the express written consent by the Federal Government, the Federal Government is not a party to the Purchase Order/Agreement and shall not be subject to any obligations or liabilities to the City of Santa Fe, and shall not be subject to any obligations or liabilities, awarded consultant or any other party (whether or not a party to that contract) pertaining to any matter resulting from the Purchase Order/Agreement.

(2) The awarded consultant shall 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 sub-consultant who will be subject to its provisions.

B. Program Fraud and False or Fraudulent Statements or Related Acts:

The awarded consultant acknowledges and agrees that:

(1) 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 Purchase Order/Agreement, the awarded consultant 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 Purchase Order/Agreement or the FTA assisted project for which work under the Purchase Order/Agreement is being performed. In addition to other penalties that may be applicable, the awarded consultant 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 Awarded contractor to the extent the Federal Government deems appropriate.

(2) If the awarded consultant makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a

contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C, § 1001 and 49 U.S.C. § 5307(n)(1) on the awarded consultant, to the extent the Federal Government deems appropriate.

(3) The awarded consultant shall include the above two (2) clauses in each sub-consultant financed in whole or in part with federal assistance provided by FTA and each such clause shall not be modified, except to identify the sub-consultant who will be subject to the provisions.

C. Access to Records:

The awarded consultant shall grant authorized representatives of the City of Santa Fe, the state, and the federal government access to books, documents, papers, reports, and records of the awarded consultant or its sub-consultant, which are directly pertinent to this Purchase order/Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The awarded consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The awarded consultant shall reimburse the City of Santa Fe for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the City of Santa Fe, the state or federal government.

D. Federal Changes:

The awarded consultant shall comply with all federal, state and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Purchase Order/Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (From FTA MA (19) dated October 1, 2012) between the City of Santa Fe through the New Mexico Department of Transportation (NMDOT) and FTA. The awarded

consultant shall make as part of this Purchase Order/Agreement between the NMDOT and the awarded consultant the assurances and warranties which were signed as part of the grant award.

E. Civil Rights:

The following requirements apply to the Purchase Order/Agreement:

(1) 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 Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) 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 awarded consultant 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 awarded consultant 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 awarded consultant shall comply with any implementing requirements FTA may issue.

(b) 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 awarded consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the awarded consultant shall comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the awarded consultant 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 consultant shall comply with any implementing requirements FTA may issue.

(3) The awarded consultant shall 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.

(4) For assistance with a contract clause incorporating the requirements of the new DBE rule in 49 CFR Part 26, contact the FTA HelpLine at [www.ftahelpline.com](http://www.ftahelpline.com).

F. Incorporation of FTA Terms:

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in

the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, 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 the Purchase Order/Agreement. The awarded consultant shall not perform any act, fail to perform any act, or refuse to comply with any requests of the City that would cause NMDOT to be in violation of the FTA terms and conditions.

G. Energy Conservation:

The awarded consultant 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.

H. Debarment and Suspension:

The awarded contractor certifies that neither it nor its "principals" [as defined at 49 CFR 29.995, or affiliates, [as defined at 49 CFR 29.905] are excluded or disqualified [as defined at 49 CFR 29.940 and CFR 29.945]. The awarded contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. \*\* For contracts over \$25,000, : The awarded contractor shall be required to submit a certified copy of Attachment 49 CFR Part 29b Debarment Cert with this proposal.

I. Special Notification Requirements for States:

This planning project is funded with grants provided by the Federal Transit Administration (FTA), Catalog of Federal Domestic Assistance (CFDA) number 20.505. The amount of FTA assistance will be provided to the contractor after contract award.

J. Patent Rights :

All elements of Section 19 of the Federal Transit Administration's Master Agreement are hereby incorporated into the Purchase order/Agreement

K. Rights in Data and Copyrights

All elements of Section 20 of the Federal Transit Administration's Master Agreement are hereby incorporated into the Purchase Order/Agreement.

L. Reference to Federal Transit Administration (FTA) Master Agreement:

All relevant clauses in the latest FTA Master Agreement, <http://www.fta.dot.gov/documents/21-Master.pdf> are included by reference

19. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

20. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. 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 services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

22. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

23. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
Santa Fe Metropolitan Planning Organization  
PO Box 909  
Santa Fe, NM 87504-0909

Contractor:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
BRIAN K. SNYDER, CITY MANAGER

\_\_\_\_\_  
NAME AND TITLE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS# \_\_\_\_\_  
City of Santa Fe Business  
Registration # \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

