



Rio-Metro Regional Transit District  
REQUEST FOR PROPOSALS

**Bicycle Lockers for New Mexico Rail  
Runner Express Commuter Rail  
Stations**

Issued: June 11, 2010  
Procurement No. 2010 - 05

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**REQUEST FOR PROPOSALS**

**Bicycle Lockers for New Mexico  
Rail Runner Express Commuter  
Rail Stations**

RMRTD Procurement No. 2010 - 05

Issue Date: June 11, 2010

Proposal Due Time/Date: **July 9, 2010 – 5:00 p.m. MST**

Rio Metro Regional Transit District  
809 Copper Ave., NW, Albuquerque, New Mexico 87102  
Phone: (505) 247-1750, Fax: (505) 247-1753

# 1. INTRODUCTION

## 1.1 Purpose of this Request for Proposals

The Rio Metro Regional Transit District (RMRTD) desires to utilize a qualified team to assist with the development and implementation of a bicycle locker program for the New Mexico Rail Runner Express. The bicycle lockers would provide a secure bicycle storage option at up to 12 Rail Runner stations along the 100 mile corridor between Belen and Santa Fe, New Mexico. The bike lockers would be designed and fabricated appropriately for their locations, and would complement the aesthetics of the stations. The RMRTD desires a bike locker management and operations program model that places minimal burden on staff and which facilitates the efficient distribution of lockers to the public. The RMRTD desires bike lockers and management program that minimize ongoing operational costs.

The RMRTD has approximately \$150,000 funding in place for the procurement of bicycle lockers and the development of a management and operations program.

RMRTD invites firms (Offerors) to submit proposals for a contract for the work indicated in the title page in accordance with the specifications contained in this request for proposal (RFP). This RFP contains specific requests for information.

The purpose of this procurement is to select a Contractor(s) to provide bicycle lockers for Rail Runner stations and assist in the development of the operations and management system.

Contingent upon RMRTD's satisfaction with the performance of the selected Contractor and acceptance of project deliverables under a Contract negotiated for services described in this RFP, RMRTD may consider extending or renewing the Contract. The contract, including any extensions or renewals, may not exceed four years in total.

This project is funded in part through federal funds. Partial funding for this Agreement

comes from the American Recovery and Reinvestment Act, Federal Award No. DE-EE0000108, CFDA No. 81.041, thus there are special terms, including significant reporting obligations. As such, applicable federal laws, regulations, and guidelines will be adhered to by the Contractor as part of the contract.

## 1.2 Scope of Work

The RMRTD desires to access a qualified contractor to provide bicycle lockers for Rail Runner stations and assist in the development of an operations and management program.

Deliverables include:

1. Final bike locker specifications, including locking mechanism, project implementation plan, and program management plan.
2. Delivery of first half of total number of bike lockers and all required installation materials and schematics.
3. Delivery of second half or total number of bike lockers and all required installation materials and schematics.

## 1.3 Scope of Procurement

The scope of the procurement shall encompass the defined scope of work and any extensions or renewals thereof, as part of a multi-year contract.

## 1.4 Procurement Manager

The RMRTD has designated a Procurement Manager who is responsible for the conduct of this procurement. The Procurement Manager is:

Tony Sylvester  
Special Projects Manager  
Mid-Region Council of Governments  
Rio Metro Regional Transit District  
809 Copper N.W.  
Albuquerque, NM 87102  
Phone: 505-724-3635, Fax: 505-247-1753  
E-mail: tsylvester@mrcog-nm.gov

Any inquiries or requests regarding this

procurement should be submitted to the Procurement Manager. Offerors may ONLY contact the Procurement Manager regarding the procurement. Other MRCOG employees or others involved with this project do not have the authority to respond on behalf of the RMRTD.

### 1.5 Definitions

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

"ARRA" means the American Recovery and Reinvestment Act.

"Close of Business" means 5:00 PM local time.

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

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

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

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identifies a desirable or discretionary item or factor (as opposed to "mandatory").

"Evaluation Committee" means the members of the project that will evaluate the proposals.

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

"Finalist" is defined as an Offeror whose offer complies with all the mandatory specifications of this RFP and whose score on evaluation factors is sufficiently high to merit further

consideration by the Evaluation Committee.

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

"RMRTD" means the Rio Metro Regional Transit District.

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

"Procurement Manager" means the person or designee authorized by the Executive Director of RMRTD to manage and administer this procurement and contract.

"NMDOT" means the New Mexico Department of Transportation.

"Procurement Officer" means the person or designee designated by the RMRTD to oversee all RMRTD procurement.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

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

"Responsive Offer" or "Responsive Proposal" means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

### 1.6 Background Information

The RMRTD is public sector transit agency providing commuter rail and bus service in central New Mexico. Members include county, municipal governments in the Counties of Bernalillo, Sandoval, Tarrant, and Valencia.

The RMRTD is the operating agency for the New Mexico Rail Runner Express, a commuter rail system which extends from Belen to Santa Fe which began operations in July 2006.

Rail Runner stations are open air stations with shade structures, information kiosks, seating areas, lights and communication systems. Stations have been designed to be aesthetically appealing and inviting, to ensure passenger safety, and to minimize vandalism opportunities.

More information on the Rail Runner can be found on [www.nmrailrunner.com](http://www.nmrailrunner.com).

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## 2. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

### 2.1 Sequence of Events

The Procurement Manager will make every effort to adhere to the Procurement Schedules shown in this RFP. The time frames shown however may be subject to change at the discretion of the RMRTD.

- Issue RFP – June 11, 2010
- Acknowledgement of Receipt Form due **5:00 p.m.** – July 6, 2010
- Proposals Due – **5:00 p.m.** July 9, 2010
- Evaluation Committee – Tentatively the week of July 12, 2010
- Oral Interviews (if Necessary) – Tentatively the week of July 19, 2010
- Selection of Finalist(s) – Tentatively the week of July 12, 2010 (if no oral interviews are held), or the week of July 19, 2010, if oral interviews are necessary.

### 2.2 Explanation of Events

#### 2.2.1 Pre-Proposal Conference

There will not be a pre-proposal conference.

#### 2.2.2 Distribution List Response

Potential Offerors should hand-deliver, electronically mail, return by facsimile or by registered or certified mail the "Acknowledgement of RFP Receipt Form" that accompanies this document (See Appendix 1) to have their organization placed on the procurement distribution list. Offerors **must include an email address** on the Acknowledgement of RFP Receipt Form.

Potential Offerors must submit the "Acknowledgement of RFP Receipt Form" by 5:00 p.m. – July 6, 2010.

The distribution of written responses to questions and any RFP amendments will be emailed to the email address submitted on the Acknowledgement of RFP Receipt Form.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return the "Acknowledgement of RFP Receipt Form" shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

#### 2.2.3 Deadline to Submit Additional Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 5:00 p.m. – July 6, 2010. All written questions must be addressed to the Procurement Manager.

#### 2.2.4 Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed to all potential Offerors who have returned an

“Acknowledgement of Receipt Form.” Written responses may be distributed at any point after the issue of the RFP.

#### 2.2.5 Submission of Proposal

All proposals must be received by the Procurement Manager or designee no later than the time on the date shown on the cover page of this Request for Proposals. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal as it is received. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section 1.4. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the name of the procurement on the cover sheet. Proposals submitted by facsimile or electronic mail will not be accepted.

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

#### 2.2.6 Proposal Evaluation

An Evaluation Committee will evaluate proposals. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without any such discussion. The Offerors SHALL NOT initiate any discussions with the Procurement Manager, or any employees of RMRTD regarding the procurement process other than inquiries allowed under this RFP. Potentially responsive proposals are those proposals that do not fully meet the requirements of the RFP, but may be sufficient to qualify for consideration. After the Evaluation Committee evaluates all the proposals, the Committee may recommend a single finalist to the Executive Director or initiate additional steps in the process.

#### 2.2.7 Selection of Finalists

The Procurement Manager will provide the list of finalists to the Executive Director. The Procurement Manager will notify the finalist Offerors of their selections. Only finalists will be invited to participate in the subsequent steps of the procurement. The final schedule for the oral presentations (if necessary) will be determined at this time.

#### 2.2.8 Oral Presentation by Finalists

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held at 809 Copper NW, Albuquerque. Each presentation will be limited to thirty minutes with up to an additional thirty minutes for questions and answers.

#### 2.2.9 Best and Final Offers from Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers.

#### 2.2.10 Contract Negotiations

The contract will be negotiated with the most advantageous Offeror(s). In the event that mutually agreeable terms cannot be reached within a reasonable time the RMRTD reserves the right to negotiate a contract with the next most advantageous Offeror without undertaking a new procurement process.

#### 2.2.11 Contract Award

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

Contracts are not valid until signed by the Executive Director of the RMRTD.

#### 2.2.12 Protest of Award

An Offeror who has submitted a responsive Offer on this RFP may protest the award of a contract resulting from the RFP. The protest

must be timely and in conformance with NMSA §§ 13-1-172-176, and applicable procurement regulations. A protest may be filed during the period immediately following the date upon which the contract is awarded for a period of fifteen (15) calendar days. The Protest Period will end at the close of business on the fifteenth calendar day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest, including appropriate supporting exhibits. The statement of protest must specify the ruling or action requested by the protesting party. The protest must be delivered to the Procurement Officer.

The Procurement Officer, listed below, shall review the protest pursuant to NMSA §§ 13-1-172-176 and shall make determination regarding the protest. The Procurement shall issue a written determination relating to the protest to the protesting party and all other offerors.

Josephine Vigil, Procurement Officer  
Rio Metro Regional Transit District  
809 Copper NW  
Albuquerque, New Mexico 87102-3429  
(505) 247-1750

Protests received after the deadline will not be accepted.

### 2.3 General Requirements

This procurement will be conducted in accordance with the RMRTD Procurement Policy and the New Mexico Procurement Code.

The RMRTD requires that all Offerors agree to be bound by the "General Requirements" contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

This project is a coordinated effort by the RMRTD, the State of New Mexico Energy Minerals and Natural Resources Department, and the NMDOT. Funding for this Agreement comes from the American Recovery and Reinvestment Act, Federal Award No. DE-

EE0000108, CFDA No. 81.041, and 2009 / 2010 Surface Transportation Enhancement (TPE) Funds. Thus there are special terms, including significant reporting obligations.

Offeror shall comply with any applicable ARRA requirements including but not limited to the following:

- Wage Rate Requirements as defined in ARRA, including advising subcontractors of this requirement.
- Buy American Provisions as defined in ARRA, including advising subcontractors of this requirement.

Offeror shall comply with any applicable NMDOT or TPE requirements outlined in Appendix 4, including but not limited: Disadvantaged Business Enterprise Policy (DBE)

#### 2.3.1 Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the "Conditions Governing the Procurement" section in the letter of transmittal.

Submission of a proposal constitutes acceptance of the evaluation factors contained in Section 5 of this RFP.

#### 2.3.2 Incurring Cost

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

#### 2.3.3 Prime Contractor Responsibility

Any Offeror awarded a contract as a result of this RFP will be solely responsible for fulfillment of the contract with RMRTD. The RMRTD will make contract payments to only the prime contractor.

#### 2.3.4 Subcontractors

Intended use of subcontractors must be clearly

explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be solely responsible for the entire performance of the contract whether or not subcontractors are identified in the proposal or used in the performance of the contract.

### 2.3.5 Amended Proposals

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

### 2.3.6 Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager.

### 2.3.7 Proposal Offer Firm

Responses to this RFP will be considered firm for ninety calendar days after the due date for receipt of proposals.

### 2.3.8 Disclosure of Proposal Contents

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

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

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

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

### 2.3.9 No Obligation

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

### 2.3.10 Termination of RFP

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

### 2.3.11 Sufficient Appropriation

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

### 2.3.12 Governing Law

The laws of the state of New Mexico shall

govern this procurement and any agreement with Offerors that may result.

### 2.3.13 Basis for Proposal

Only information supplied by the RMRTD in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

### 2.3.14 Contract Terms and Conditions

The contract between the RMRTD and a contractor will follow the format specified by the RMRTD. An Offeror may review the form of contract at the office of the Procurement Manager. However, the RMRTD reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP.

Should an Offeror object to any of the RMRTD's terms and conditions, as contained in this Section, that Offeror must propose specific alternative language. The RMRTD may or may not accept the alternative language. General references to the Offerors terms and conditions or attempts at substantive or complete substitutions are not acceptable to the RMRTD and will result in disqualification of the Offerors proposal.

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

### 2.3.15 Approval of Contractor Personnel

Personnel proposed in the Contractor's written proposal to the procuring agency are considered material to any work performed under this RFP and subsequent contract.

During the course of this procurement and after the contract has been signed, no changes of personnel will be made by the Contractor without prior written consent of the Procurement Manager. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be

responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive immediately upon receiving assignments. Approval of the replacement personnel shall not be unreasonably withheld.

The RMRTD shall retain the right to request the removal of any of the Contractor's personnel at any time.

### 2.3.16 Contract Deviations

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

### 2.3.17 Offeror Qualifications

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

### 2.3.18 Right to Waive Technical Irregularities

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

### 2.3.19 Project Team Prohibited Activities

RMRTD employees or RMRTD committee or board members or volunteers are prohibited from participating directly or indirectly in the preparation of this procurement when the employee knows that the individual or any member of the individual's family has a financial interest in the business seeking or obtaining a contract.

### 2.3.20 Notice – Civil and Criminal Penalties

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

### 2.3.21 RMRTD Rights

The RMRTD reserves the right to accept all or a portion of the proposal of an Offeror selected for award.

### 2.3.22 Right to Publish

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

### 2.3.23 Ownership of Proposals

All documents submitted in response to this RFP shall become the property of the RMRTD. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period. Offerors not selected for award of a contract may pick up the documentation at the RMRTD office within a fifteen-day period following the protest period.

### 2.3.24 Electronic mail address required

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

### 2.3.25 Use of Electronic Versions of this RFP

This RFP is being made available by electronic

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

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## 3. RESPONSE FORMAT AND ORGANIZATION

### 3.1 Number of Responses

Offerors shall submit only **one** proposal for this RFP.

### 3.2 Number of Copies

Offerors shall deliver: **one original, four (4) identical copies, two digital copies:** one complete copy and one electronic copy without “Proprietary” information in PDF format to the location specified in Section 1.4 on or before the closing date and time for receipt of proposals.

### 3.3 Proposal Format

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

Pages shall be single spaced with a font of no less than number 10.

Total pages shall not exceed 20 pages.

#### 3.3.1 Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- A. Proposal Form (Appendix 2) (Tab 1)
- B. Project Understanding (Tab 2)
- C. Qualifications and Resources (Tab 3)
- D. Price (Tab 4)
- E. Campaign Contribution Disclosure Form (Tab 5) **Note: attached as Appendix 3**

Within each section of the proposal, Offerors shall address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

### 3.3.2 Proposal Form

Each proposal must contain - as the first item in the organized and indexed sequence – the fully executed Proposal Form. Failure to provide the form with all the information indicated to be inserted may result in rejection of the proposal as non-responsive.

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## 4. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with supporting materials will be evaluated and awarded points accordingly.

### 4.1 Project Understanding

Offeror shall describe proposed bicycle lockers, locking mechanism options, and a management and operations program that addresses the scope of work described in Section 1. Offerors shall provide narrative and graphics describing their understanding of the project and their proposal. The Offerer shall describe:

- How the proposed designs and materials will assure the safety of stored bicycles, and
- How the proposed features will deter damage to lockers and bicycles due to vandalism and weather, and
- Up to three locking mechanism options for RMRTD consideration,
- How the proposed design and features will ensure convenient and efficient use by the public, and
- How the proposed products minimize RMRTD ongoing maintenance,

- operations and upkeep costs, and
- How the proposed features and designs will contribute to station aesthetics and functionality.

The RMRTD desires the bicycle lockers to be delivered to New Mexico in two separate deliveries approximately 6 - 12 weeks apart. Offeror shall provide an estimate of the earliest dates when the first delivery of the bicycle lockers and associated locking mechanism could be received in New Mexico.

The Offeror shall describe the bike locker management and operation program that would be appropriate for the proposed bicycle lockers. The system would address how access to the lockers would be managed, the distribution of keys or access cards (if applicable), the collection of user fees (if applicable), and the monitoring of system usage.

### 4.2 Qualifications, Resources, Experience and References

Offerors shall provide a description of their qualifications and resources applicable and available for this specific project. Offeror should provide number of employees, number of years in business, subcontractors available, etc.

Offerors shall indicate if they are a Disadvantaged Business Enterprise, as by the New Mexico Department of Transportation's DBE Program, 18 NMAC 28.2

Offerors shall provide a description of relevant experience, particularly on projects of similar scale, design, and application. This section must also include a listing of client references, including the name of the client, a description of the type of work performed and the name and telephone number of the individual(s) responsible for overseeing the work.

### 4.3 Price

The RMRTD has approximately \$150,000 funding in place for the procurement of bicycle

lockers and the development of a management and operations program.

**TOTAL AVAILABLE 130**

Offeror shall provide a per locker price estimate for single and double bike locker models, and any other locker model being proposed. Price estimates should include the price of up to three lock mechanisms options proposed by the Offeror for consideration. Assembly costs and considerations, including those associated with the locking mechanisms, shall be included in the price estimates. Offeror should include costs for any installation activities that cannot be completed by maintenance and facilities staff. Prices should be submitted in accordance with 13-1-81 (NMSA) through 13-1-87 (NMSA).

RMRTD advises the Offerors to ensure that the price includes all applicable taxes, including New Mexico Gross Receipts Tax. Offeror shall provide an estimate of shipping costs to a single location in New Mexico, in two separate shipments scheduled at different times.

Offeror shall provide a per locker estimate of ongoing maintenance, operations, and upkeep costs.

Full payment shall be paid by RMRTD to the Contractor thirty (30) calendar days after completion of the work, provided the Contract has been fully performed and all claims settled.

**5. EVALUATION**

**5.1 Evaluation Point Summary**

The following is a summary of evaluation factors with point value assigned to each. These factors, along with the general requirements, will be used in the evaluation of Offeror proposals.

<u>Evaluation Factor</u>	<u>Points</u>
1. Project Understanding	30
2. Qualifications and Resources	30
4. Price	40

**SUBTOTAL 100**

5. Oral Interview (if necessary) 30

**5.2 Evaluation Process**

The evaluation process will follow the steps listed below:

**5.2.1 Proposal Compliance**

All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

**5.2.2 Contacting Offerors**

The Procurement Manager may contact the Offeror for clarification of the response as specified in Section 2.2.6.

**5.2.3 Finalist Selection**

Responsive proposals will be evaluated on the factors in Section 5 that have been assigned a point value. The responsible Offerors with the highest score(s) will be selected as Finalist Offerors based upon the proposals submitted. The Evaluation Committee may then make a recommendation to RMRTD Executive Director for award or solicit Oral Interviews from the finalists. Finalist Offerors may then be asked to participate in Oral Interviews. At the conclusion of the Oral Interviews additional points may be awarded in accordance with Section 5. The Evaluation Committee may then make a final recommendation for award to RMRTD Executive Director. The Offeror making the most advantageous proposal to RMRTD, taking into consideration the evaluation factors in Section 5 will be recommended for contract award. RMRTD reserves the right to recommend, qualify and utilize more than one finalist for participation in the work associated with this RFP. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.



**REQUESTS FOR PROPOSALS  
RFP#: 2010-05**

**ACKNOWLEDGEMENT OF RFP RECEIPT FORM**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix 4.

The acknowledgement of receipt should be signed and returned to the Procurement Manager. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal for the procurement checked below, will receive copies of all Offeror written questions and the RMRTD's written responses to those questions as well as RFP amendments, if any are issued.

Firm / Individual	_____	
Represented by	_____	Title _____
Phone No.	_____	Fax No. _____
E-mail Address	_____	
Address	_____	
City/State/Zip Code	_____	
Signature *	_____	Date _____

\* For e-mail transmittal only type name if different from "Represented by" above. All others must provide a formal signature.

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

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

Return to: Tony Sylvester  
809 Copper NW, Albuquerque, NM 87102-3429  
Phone: 505-724-3635, Fax: 505-247-1753  
E-mail: tsylvester@mrcog-nm.gov

To: Rio Metro Regional Transit District  
809 Copper NW  
Albuquerque, NM 87102  
Attn: Procurement Manager

**PROPOSAL FORM**

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

1. I (We) am submitting a proposal in response to RFP #\_\_\_\_\_.
2. I (We) accept the Conditions Governing the Procurement pursuant to Section 2.3.1 of the RFP.
3. I (We) acknowledge receipt of any and all amendments to this RFP, Nos. \_\_\_\_\_ to \_\_\_\_\_ .

Signature of Officer \_\_\_\_\_ Date \_\_\_\_\_

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-

in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

**“Prospective contractor”** means a person or business that 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 or business qualifies for a sole source or a small purchase contract.

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

Name(s) of Applicable Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

- |                 |                 |                       |
|-----------------|-----------------|-----------------------|
| Larry Abraham   | John Garcia     | Debbie O'Malley       |
| Wayne Ake       | Philip Gasteyer | Georgia Otero-Kirkham |
| M. Steven Anaya | Ron Gentry      | John G. Philips III   |
| Theodore Barela | Vel Gilley      | Ken Sanchez           |
| Isaac Benton    | Don Harris      | Bob Stearley          |
| Michael Brasher | Brad Hill       | Tom Swistack          |
| Michael Cadigan | Don Leonard     | Ronnie Torres         |
| Gloria Chavez   | Donald Lopez    | A. Terese Ulivarri    |
| Patricia Chavez | Robert Lucero   | Rick Velarde          |
| Robert Chavez   | Wanona Maestas  | Robert Vialpando      |
| Art deLaCruz    | Larry Naranjo   | Glenn Walters         |
| Adan Encinias   | Adrian Oglesby  |                       |

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

Title (position)

-OR-

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**New Mexico Department of Transportation and Surface Transportation  
Enhancement Funds**

The RMRTD requires that all Offerors agree to be bound by the following provisions:

**1. Disadvantaged Business Enterprise (DBE) Policy.** In accordance with Title 49 Code of Federal Regulations Part 26 (49 CFR 26) or as may be amended, the Engineer shall agree to abide by: and take all necessary and reasonable steps to comply with the following: (A) DBE Policy: It is the policy, of the Department to implement the provisions of 49 CFR Part 26 (49 CFR 26), other pertinent regulations, and source legislation. The objectives are:

- (1) To ensure nondiscrimination in the award and administration of USDOT-assisted contracts in the USDOT's highway, transit, and airport financial assistance programs;
- (2) To create a level playing field on which DBEs can fairly compete for USDOT-assisted contracts;
- (3) To ensure that USDOT's DBE Program is narrowly tailored in accordance with applicable law;
- (4) To ensure that only firms that fully meet the eligibility standards specified in 49 CFR 26 are permitted to participate as DBEs;
- (5) To help remove barriers to the participation of DBEs in USDOT assisted contracts; and
- (6) To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

(B) DBE Obligations: The Department will establish the state DBE goal on an annual basis. The approved FEY 2010 state DBE goal on federal-aid highway construction and design projects is 12.41%, with 3.94% being attained through race neutral measures and 8.47% being attained through race conscious project measures.

(C) Record Keeping Responsibilities: The Engineer is responsible to assure that its DBE liaison officer completes and submits the appropriate forms required by the DBE Program to the Department's project manager or to the Department's OEOP at the following address:

NMDOT  
Office of Equal Opportunity Programs  
Aspen Plaza, Suite 107  
1596 Pacheco Street  
Santa Fe, NM 87505

(D) Department's DBE Program: The Department's DBE Program, 18 NMAC 28.2, as required by 49 CFR Part 26 and as approved by DOT, is incorporated herein by reference and made part of this agreement. If any provision of the DBE Program conflicts with 49 CFR Part 26, the provisions of 49 CFR Part 26 shall prevail. 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 Engineer of its failure to carry out the

terms and conditions of the DBE 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.).

(E) Recipient/Engineer Assurances: Each contract the Engineer enters into with a construction contractor, design Engineer, other Engineer or recipient on a DOT-assisted project shall ensure that such contract and subcontracts shall include the following assurances:

(1) Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR 26. The Department shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and the administration of DOT-assisted contracts. The Department's DBE Program, as required by 49 CFR 26 and as approved by DOT, is incorporated herein by reference and made part of 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 DOT may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.). (2) The recipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The recipient shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the recipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Department deems appropriate.

**2. Certification for Federal-Aid Contracts.** The Engineer certifies, by signing this Contract/Supplemental or Amended Contract, to the best of their knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of any Federal 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, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. 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 Federal 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.
- c. 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.C. 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.

d. The Engineer also agrees by signing their Contract/Amended Contract that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

**3. New Mexico Tort Claims Act.** No provision of this Contract establishes any waiver of immunity from liability for alleged tortuous conduct of any employee of the Department or the Engineer arising from the performance of this Contract apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.