



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment Cover Page

Awarded Vendor:
0000015490
EAN Holdings LLC
4740 Pan American Frwy NE
Albuquerque NM 87109

Number: 80-805-17-16417

Amendment No.: Two

Term: October 17, 2018 through October 16, 2021

Email: michael.t.gallegos@ehi.com
Telephone No. (505) 830-8936

Ship To:
As requested

Procurement Specialist: Susan Inman

SI

Telephone No.: 505-827-0294

Email: susan.inman@state.nm.us

Invoice:
NM Department of Transportation
1120 Cerrillos Rd
Santa Fe, NM 87504

For questions regarding this contract please contact:
Angela Martinez (505) 570-7940

Title: General Public Vanpool and Rideshare Matching Services

This amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from October 17, 2020 to October 16, 2021 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

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**SECOND AMENDMENT TO CONTRACT
#80-805-17-16417**

This Second Amendment is to the Contract between the State of New Mexico, New Mexico Department of Transportation (Department), acting by and through its Secretary, and EAN Holdings, LLC. (Contractor).

Recitals

Whereas, the Department and the Contractor entered into Contract No: 80-805-17-16417 on October 17, 2018 for Vanpool Services; and,

Whereas, Section 36 allows for modification of the Contract by an instrument in writing executed by the parties; and,

Whereas, the parties want to extend the term of the Contract by one (1) year to October 16, 2021 based on the same price, terms and conditions.

Now, Therefore, the parties agree as follows:

Section 4 of the original contract is deleted and replaced with the following:

4. Effective Date and Term.

This Contract is effective on October 17, 2018. This Agreement will terminate on October 16, 2021. The Department has the option of renewing the Contract on an annual basis for two (2) additional years by mutual agreement of the parties. This Contract shall not exceed a total of four (4) years as set forth in NMSA 1978, Section 13-1-150.

All other obligations set forth in the original Contract shall remain in full force and effect unless expressly amended or modified by this **Second Amendment**.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By 
Michael Sandoval, Cabinet Secretary or Designee

Date 9/29/20

EAN Holdings, LLC

By John Peritore
John Peritore (Sep 22, 2020 15:31 MDT)

Date Sep 22, 2020

Title: Vice President/General Manager

Approved as to form and legal sufficiency by the Department's Office of General Counsel.

By 
Assistant General Counsel

Date 9-10-20

I hereby certify that EAN Holdings, LLC, state tax identification number **03-159530-00-8** is registered with the New Mexico Taxation and Revenue Department for payment of gross receipt taxes.

Taxation and Revenue Department

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract

By 

Date 9/11/2020

Approved by the New Mexico State Purchasing Division of the General Services Department.

BY Valerie Paulk
Mark Hayden
State Purchasing Agent & Director

DATE 10/2/2020

X This Agreement was signed on behalf of the State Purchasing Agent



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment Cover Page

Awarded Vendor:
0000015490
EAN Holdings LLC
4740 Pan American Frwy NE
Albuquerque NM 87109

Telephone No. (505) 830-8936

Contract Number: 80-805-17-16417

Contract Amendment No.: One

Term: October 17, 2018 – October 16, 2020

Ship to:
As requested

Procurement Specialist: Susan Inman

Telephone No.: (505) 827-0294

Email: susan.inman@state.nm.us

Invoice:
NM Department of Transportation
1120 Cerrillos Rd
Santa Fe NM 87504

For questions regarding this contract please contact:
Angela Martinez (505) 570-7940

Title: General Public Vanpool and Rideshare Matching Services

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from October 16, 2019 to October 17, 2020 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

A handwritten signature in black ink, appearing to be "nm" or similar initials.

**FIRST AMENDMENT TO CONTRACT
#80-805-17-16417**

This First Amendment is to the Contract between the State of New Mexico, New Mexico Department of Transportation (Department), acting by and through its Secretary, and EAN Holdings, LLC., (Contractor).

Whereas, Department and the Contractor entered into Contract No: 80-805-17-16417 on October 17, 2018 for Vanpool Services; and,

Whereas, Section 36 allows for modification of the Contract by an instrument in writing executed by the parties; and,

Whereas, the parties want to extend the term of the Contract by one (1) year to October 16, 2020 based on the same price, terms and conditions.

Now, Therefore, the parties agree as follows:

Section 4 of the original contract is deleted and replaced with the following:

4. Effective Date and Term.

This Contract is effective on October 17, 2018. This Agreement will terminate on October 16, 2020. The Department has the option of renewing the Contract on an annual basis for two (2) additional years by mutual agreement of the parties. This Contract shall not exceed a total of four (4) years as set forth in NMSA 1978, Section 13-1-150.

All other obligations set forth in the original Contract shall remain in full force and effect unless expressly amended or modified by this **First Amendment**.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By MRS. M
Michael Sandoval, Cabinet Secretary or Designee

Date 9/25/19

EAN Holdings, LLC

By _____

Date _____

Title: _____

Approved as to form and legal sufficiency by the Department's Office of General Counsel.

By Gynthia A. Chant
Assistant General Counsel

Date 9-18-19

I hereby certify that EAN Holdings, LLC, state tax identification number **03-159530-00-8** is registered with the New Mexico Taxation and Revenue Department for payment of gross receipt taxes.

Taxation and Revenue Department

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

By Shela Rohde

Date 09.18.19

Approved by the New Mexico State Purchasing Division of the General Services Department.

BY Mark Hayden
Mark Hayden
State Purchasing Agent & Director

DATE 10/3/2019

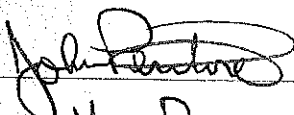
In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By _____
Michael Sandoval, Cabinet Secretary or Designee

Date _____

EAN Holdings, LLC

By 
Title: Vice President / General Manager

Date 9/20/19

Approved as to form and legal sufficiency by the Department's Office of General Counsel.

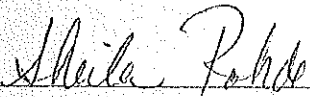
By 
Assistant General Counsel

Date 7.13.19

I hereby certify that EAN Holdings, LLC, state tax identification number 03-159530-00-8 is registered with the New Mexico Taxation and Revenue Department for payment of gross receipt taxes.

Taxation and Revenue Department

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

By 

Date 09.18.19

Approved by the New Mexico State Purchasing Division of the General Services Department.

BY _____
Mark Hayden
State Purchasing Agent & Director

DATE _____



**State of New Mexico
General Services Department**

Contract

Awarded Vendor
0000015490
EAN Holdings LLC.
4740 Pan American Frwy NE
Albuquerque, NM 87109

Telephone No. 505-830-8936

Price Agreement Number: 80-805-17-16417

Payment Terms: See Contract

F.O.B.: Destination

Delivery: See contract

Ship To:
As requested

Procurement Specialist: Susan Inman

Telephone No.: (505) 827-0294

Email: susan.inman@state.nm.us

Invoice:
NM Department of Transportation
1120 Cerrillos Rd
Santa Fe, NM 87504

For questions regarding this contract please contact:
Angela Martinez (505) 827-5183

Title: General Public Vanpool and Rideshare Matching Services

Term: October 17, 2018 through October 16, 2019

This Contract is made subject to the "terms and conditions" indicated in this Contract.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 10/17/18

Vanpool Services Agreement

CONTRACT No. 80-805-17-16417
State of New Mexico

THIS AGREEMENT is made and entered into this 17 day of October, 2018, by and between the STATE OF NEW MEXICO, NEW MEXICO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "Department," acting through its Secretary, and EAN Holdings, LLC, hereinafter referred to as "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor agrees to perform the services detailed in the Scope of Work, attached as Attachment A. The Contractor's methodology for complying with the Scope of Work will be conducted in accordance with the approach detailed in the Contractor's proposal dated February 1, 2018, which is on file with both parties. Provisions of this agreement govern in the event of conflict between the requirements documented in this Agreement and the Contractor's proposal.

Services must be performed and be completed satisfactorily to the Department with the instructions provided by the Department. The Contractor shall provide and charge only for those services requested by the Department.

Upon execution of this Agreement, the Contractor shall commence work at the Department's request and services shall conform to the description of services as set forth herein or as hereafter mutually agreed to in writing.

2. Payment and Subsidy Provisions.

A. Subsidy. The Department shall not fully and directly compensate the Contractor for its services, costs or expenses involved in the performance of this Agreement. Compensation

under this Agreement shall include the fees generated by the administration of the Program which will be paid by the riders/vanpools directly to the Contractor in accordance with the fee schedule and agreed upon deductions and expenses set forth in the Scope of Work in Attachment A.

The Department shall provide a subsidy of \$200 - \$500 per vehicle per month, which may be adjusted annually based on ridership and expenses and availability of federal funding. The Department, as applicable, may utilize funding under the Congestion Mitigation Air Quality Improvement Program and formula funds under 49 U.S.C. Sections 5307 and 5323(i)(2). This subsidy is funded with grants provided by the Federal Transit Administration (FTA), Catalog of Federal Domestic Assistance number 20.507. 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.

Any change in subsidy will be documented in an amendment to this Agreement pursuant to Section 36, below.

B. Monthly Financial Statements. The Contractor must submit a monthly financial statement and operation report twenty-five (25) days from the end of the previous month which will be used by the Department to make eligible subsidy payments. In addition, the financial statement will be used to determine whether the Contractor is due any eligible payments for excess expenses for the vanpooling program. The Contractor shall provide additional backup documentation to the Department, upon reasonable request.

C. Payments. The Department's payment of the subsidy and eligible expenses shall be made to the Contractor within thirty (30) business days of approval of the Monthly Financial

Report. Contractor is required to remit any excess proceeds to the Department, within thirty (30) business days of the Department's acceptance of the Monthly Financial Statement.

D. Acceptance. The Department shall provide written notification to the Contractor within fifteen (15) business days of receipt of the Monthly Financial Statement, if it should find the services and statement unacceptable and request back up information, as appropriate. If the Department finds that the services and/or additional documents provided by the Contractor are not acceptable, it shall, within fifteen (15) business days after receipt of the additional information, provide to the Contractor a letter of acceptance or exception explaining the defect or objection with details of how the Contractor may proceed to provide remedial action. With that letter, the Department shall provide payment of the fully or undisputed amount, as appropriate; the Contractor shall be required to remit fully proceeds or undisputed amount, as appropriate. The Contractor has thirty (30) business days from date of the Department's letter of exception to take remedial action and provide a report to the Department. Upon the Department's approval of the remedial action, the Department will pay remaining sums owed.

E. Taxes. The Contractor is responsible for making payment of gross receipts taxes to the New Mexico Department of Taxation and Revenue unless Contractor is exempt from payment of taxes.

3. Approval of Contractor Personnel.

Once work has started, changes in personnel will not be made by the Contractor without the prior notification to the Department. Replacement of any contractor personnel 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 to the project immediately upon receiving assignments.

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

4. Effective Date and Term.

This Agreement shall not be effective until executed by the New Mexico State Purchasing Agent. The term of this Agreement is from the execution date of the Agreement and shall terminate one (1) year from effective date unless, terminated pursuant to Section 5 of this Agreement. The Department shall have the option of renewing the Agreement on an annual basis for (3) additional years by mutual agreement of the parties. The agreement will not exceed a total of four (4) years as set forth in NMSA 1978, Section 13-1-150.

5. Termination.

The Department has the option of canceling this Agreement by giving thirty (30) days written notice to the Contractor. Upon receipt of the "Notice of Cancellation," the Contractor shall immediately suspend any further work unless otherwise directed by the Department in writing. By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination of this Agreement. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

Either party may terminate the Agreement for cause based upon any material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within sixty (60) days after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, the breaching party has not begun and proceeded in good faith to correct the

breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effectively immediately. The non-breaching party shall retain any and all other remedies available to it under law.

6. Dispute Resolution.

A. Except as otherwise provided in this Contract, any dispute arising hereunder concerning a question of fact that is not disposed of by Contract shall be decided by the mutual agreement of the Contractor and the Department. If resolution cannot be achieved by mutual agreement, it shall be made by the decision of a third party arbitrator.

B. This Article does not preclude judicial consideration of questions of law. Nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

C. All costs, expenses and attorney fees incurred by the Contractor in connection with any appeal, suit or claim regarding a dispute that is brought by the Contractor shall be paid by the Contractor.

D. The duties, obligations, rights, and remedies provided by the Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

E. Unless otherwise directed by the Department, the Contractor shall continue performance under this contract while matters in dispute are being resolved.

7. Status of Contractor.

The Contractor and its agents and employees are independent Contractors performing services for the Department and are not employees of the Department. The Contractor and its

agents and employees shall not have use of State vehicles or any other benefits afforded the Department employees as a result of this Agreement.

8. Permits, Licenses, and Insurance.

Contractor warrants, covenants and represents that EAN Holdings, LLC is properly organized under the laws of the State of New Mexico, and is in good standing to do business in the State of New Mexico. The Contractor shall procure all permits and licenses, and insurance as required by law and pay all charges, fees, royalties, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the Agreement may be canceled effective immediately.

9. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the Department, which approval shall not be unreasonable withheld, conditioned or delayed.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Department.

10. Records and Audit.

The Contractor shall grant authorized representatives of the Department, the state and the federal government access to books, documents, papers, reports, and records of the Contractor or its subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. Such materials shall be made available at their

respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the State.

11. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature of New Mexico or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Department. The Department's decision as to whether its funds are available shall be accepted by the Contractor and shall be final.

12. Release.

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

13. 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 prior written approval by the Department.

Notwithstanding the foregoing, the Department agrees that Contractor and Contractor's affiliates may share information provided by the Department to Contractor or any affiliate with their respective affiliates.

14. The Product of Service; Copyright.

All materials developed or acquired by the Contractor shall become the property of the State of New Mexico and shall be delivered to the Department no later than the termination date of this Agreement. Nothing produced in, whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. However, it is understood that some of the materials utilized in this project have previously been copyrighted by the Contractor.

15. 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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act, the New Mexico Financial Disclosures Act and the campaign disclosure provisions of the New Mexico Procurement Code. The Contractor has completed a Campaign Contributions Disclosure Form which is attached (Attachment B) to this Agreement.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the

United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Contractor is found to not be in compliance with these requirements during the term of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

17. Civil Rights Laws and Regulations Compliance.

The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work called for herein. The Contractor further agrees to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, Executive Order 12898, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights Act, and Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR 60). Accordingly, 49 CFR 21 is applicable to this Agreement and incorporated herein by reference.

18. New Mexico Employees Health Coverage

A. If the Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health

insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://bewellnm.com>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

19. Employee Pay Equity Reporting

A. If the Respondent has ten (10) or more employees OR eight (8) or more employees in the same job classification, Respondent must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state Contractor and fulfilled directly by the out-of-state Contractor, and not passed through a local vendor.

B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Respondent must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

C. Should Respondent not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Respondent must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

D. Respondent must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Respondent must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

20. Disadvantaged Business Enterprise (DBE) Program and Policy.

A. The Contractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or US DOT-assisted third-party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR part 26,

B. The Contractor must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted third party subcontracts, as applicable,

C. Failure by the Contractor and any of its Third Party Subcontractors to carry out the requirements of this Section is a material breach of this Agreement, and

D. The following remedies, or other such remedy as the Department deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing

sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible.

21. Notice.

The New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, or kickbacks in the procurement of this Agreement. In addition, the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, as amended, imposes civil and criminal penalties for its violation.

22. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement.

23. Contractor's Liability.

Contractor shall defend, indemnify and hold harmless the Department and the State, acting through its agents, representatives and employees, from and against liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs and the cost of appellate proceedings) arising out or resulting from the negligence, act, omission or default of the Contractor, its agents, representatives or employees; provided that such indemnification shall not extend to liability, claims, damages, losses or expenses, including attorney's fees arising out of: (1) The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications by the Department or the agents or employees of the Department; or (2) The giving of or failure to give directions or instructions by the Department, where such giving of or failure to give directions or instructions by the Department is the primary cause of bodily injury to persons or damages to property.

24. Applicable Law and Venue; Federal Changes.

The Contractor shall comply with all federal, state and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G)

25. No Federal Government Obligation to Third Parties.

A. The Department and Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, 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 further agrees that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

26. ADA.

The provisions of 49 CFR 37.31 regarding vanpool services operated by public entities apply to this contract. Therefore, the Contractor agrees to comply with the equivalent service provisions of 49 CFR 37.77(c) which state that the vanpool service, when viewed in its entirety, shall be deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics: (1) response time; (2) fares; (3)

geographic area of service; (4) hours and days of service; (5) restrictions or priorities based on trip purpose; (6) availability of information and reservations capability; and (7) any constraints on capacity or service availability.

The Contractor also agrees to comply with the provisions of 49 CFR 37.161 which state that public and private entities providing transportation services shall maintain in operative condition those features of vehicles that are required to make the vehicles readily accessible to and usable by individuals with disabilities. These features include, but are not limited to, lifts, ramps, and securement devices. Accessibility features shall be repaired promptly if they are damaged or out of order. When an accessibility feature is out of order, the entity shall take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature.

The Contractor also agrees to comply with the provisions of 49 CFR 37.163 which state that public entities shall establish a system of regular and frequent maintenance checks of lifts sufficient to determine if they are operative. The entity shall ensure that vehicle operators report to the entity, by the most immediate means available, any failure of a lift to operate in service. When a lift is discovered to be inoperative, the contractor shall take the vehicle out of service before the beginning of the vehicle's next service day and ensure that the lift is repaired before the vehicle returns to service. If there is no spare vehicle available to take the place of a vehicle with an inoperable lift, such that taking the vehicle out of service will reduce the transportation service the Contractor is able to provide, the Contractor may keep the vehicle in service with an inoperable lift for no more than three (3) days from the day on which the lift is discovered to be inoperative.

27. 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, 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 program. The Contractor certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant contract or the FTA assisted program for which this work is being performed. 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 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 program 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 Contractor, to the extent the federal government deems appropriate.

C. The Contractor certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with FTA funds. Contractor further agrees that these clauses shall not be modified, except to identify the 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, §§ 44-9-1 through 44-9-14 NMSA 1978.

28. Lobbying.

A Contractor receiving \$100,000 or more of 49 U.S.C. §5311 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." The Lobbying Certification is attached to this Agreement as Attachment C. The Contractor must 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. §1352.

If the Contractor hires a sub-contractor, the Contractor must provide the Lobbying Certification to the sub-contractor. Each tier below the Contractor shall also provide a Lobbying Certification. Such disclosures are forwarded from tier-to-tier up to the Contractor.

29. 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 Circular 4220.1F 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 Contractor 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.

30. 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.

31. Clean Water and Air Requirements.

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. §§1251 et seq., and the Clean Air Act, 42 U.S.C. §§7401 et seq. The Contractor 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 Contractor agrees to include these requirements in each subcontract exceeding \$100,000.00 and financed in whole or in part with federal assistance provided by the FTA.

32. Debarment and Suspension.

Executive Order 12549, as implemented by 49 C.F.R. Part 29, prohibits FTA Contractor's from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. The Contractor shall include the certification and instruction language contained at 29 C.F.R. Part 29, in all Invitations for Bids and Requests for Proposals (for inclusion by contractors 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 Contractor is required to verify that none of the Contractor's principals, as defined at 49 C.F.R. Part 29.995, or affiliates, as defined at 49 C.F.R. Part 29.905, are excluded or disqualified as defined at 49 C.F.R. Parts 29.940 and 29.945. By signing and submitting this Agreement, the Contractor 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/Contractor or Proposer/Contractor

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/Contractor or Proposer/Contractor agrees to comply with the requirements of 49 C.F.R. Part 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder/Contractor or Proposer/Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

33. 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.

34. Merger.

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

35. Special Notification Requirements for States.

This project is funded in part by a grant from FTA. The Catalog of Federal Domestic Assistance (CFDA) number is 20.507. The amount of Federal assistance provided by FTA is \$648,000.00.

36. Amendment.

This Agreement shall not be altered, changed or amended except by an instrument in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year written above.

NEW MEXICO DEPARTMENT
OF TRANSPORTATION
"Department"

BY 
CABINET SECRETARY or DESIGNEE

DATE 8/17/18

EAN Holdings, LLC
"Contractor"

BY _____
EAN Holdings, LLC

DATE _____

Approved as to form and legal sufficiency by the Department's Office of General Counsel.


BY 
ASSISTANT GENERAL COUNSEL

DATE 8-16-18

I hereby certify that EAN Holdings, LLC, tax identification number 03-159530008, is registered with the New Mexico Taxation and Revenue Department for payment of gross receipt taxes.

TAXATION AND REVENUE DEPARTMENT

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

BY 

DATE 8/16/18

Approved by the New Mexico State Purchasing Division of the General Services Department.

BY 
Lawrence O. Maxwell
State Purchasing Agent & Director


DATE 10/16/2018

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year written above.

NEW MEXICO DEPARTMENT
OF TRANSPORTATION
"Department"

BY _____ DATE _____
CABINET SECRETARY or DESIGNEE

EAN Holdings, LLC
"Contractor"

BY  DATE 8/14/18
EAN Holdings, LLC

Approved as to form and legal sufficiency by the Department's Office of General Counsel.

BY _____ DATE _____
ASSISTANT GENERAL COUNSEL

I hereby certify that _____, tax identification number _____, is registered with the New Mexico Taxation and Revenue Department for payment of gross receipt taxes.

TAXATION AND REVENUE DEPARTMENT

BY _____ DATE _____

Approved by the New Mexico State Purchasing Division of the General Services Department.

BY _____ DATE _____
Lawrence O. Maxwell
State Purchasing Agent & Director

ATTACHMENT A

SCOPE OF WORK

Scope of Service: The objective of the Vanpool/Rideshare Program is to market and provide vans to individuals traveling together on a regular basis to work institutions, businesses, agencies, and other organizations. Enhance the effectiveness of vanpool and rideshare initiatives in reducing vehicle miles traveled, traffic congestion, and air pollution in the four (4) small urban areas. Additionally, the goal is to acquire and retain vanpool participants to create a sustainable Vanpool/Rideshare Program with lessening subsidies over time. The Vanpool/Rideshare Program will provide trips which have an origin or destination within the jurisdictional urbanized areas of Farmington, Los Lunas, Santa Fe, and Las Cruces.

PRIMARY SERVICE AREA AND BASELINE SERVICE LEVEL – The Contractor will provide vanpool service in any or all service areas in New Mexico indicated below.

Service Areas: Farmington, Las Cruces, Los Lunas, and/or Santa Fe

The Contractor must provide the following services under the Vanpool/Rideshare Program.

1. PROGRAM ADMINISTRATION:

- The Contractor will provide vans capable of carrying 7, 9, 10, 12 or 15 passengers for the Vanpool/Rideshare Program.
- The Contractor shall create a website, in no way affiliated with the Department, and maintain it as needed. A social media presence shall be established where interested individuals can access information regarding the Vanpool/Rideshare Program and register as a possible participant.
- The Contractor must implement a Program that will guarantee a rider a way home in case of an emergency.
- The Offeror must implement a Program that will guarantee a rider a ride home in case of an emergency. The contractor must create procedures to minimize the participant's concern of not being able to leave work and get home in the case of an emergency by providing a ride home during the day when necessary. The Contractor will reimburse participants who utilize a taxi or any other ride hailing service (e.g., Taxi, Uber, Lyft, etc.) to get home, or reimburse family or friends who might provide the trip home at the established rate per mile that the Department's employees receive, Administrative Directive 902 (4/10/15) Travel and Related Expense (Travel Per Diem) (Appendix G). The procedures for this program shall be approved by the Department prior to implementation.
- The Contractor shall ensure each participant and driver sign the driver/participant agreement to take part in this program.
- Prior to start of service, the Contractor must have an office in New Mexico as the central operations office for this Program.
- The office shall have and maintain sufficient equipment and staff to answer questions from participants, provide reporting to the Department, maintain daily vanpool operations, and provide customer service. The office shall maintain office hours

Monday – Friday 8:00am – 5:00pm or as negotiated with the Department. The Contractor shall provide afterhours contact phone numbers for after-hours emergencies.

- The Contractor shall provide Vanpool matching results to inquiring individuals within 48 hours of an inquiry via website, social media, fax, phone, or e-mail.
- The Contractor shall have enough space available to accommodate vans waiting to be placed in service.

2. VEHICLES

- The Contractor will supply and finance all vehicles used in the Vanpool Program.
- The Contractor shall provide a fleet that will consist of passenger vans (mini and maxi) configured to seat from 7 to 15 passengers, as required by the demand of the vanpool groups.
- Once a group is formed, the Contractor will deliver the vehicle(s) not later than forty-five (45) days after the effective date of a fully executed driver agreement.
- Once a vanpool group is formed, the Contractor will assist the group in the selection of a van based on model availability, ridership, and price. In the event that the Vanpool group requires a van accessible to individuals with a disability, the Contractor will supply that van within 45 days.
- The vans to be utilized in the Vanpool Program, including all conversions, shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS) as of the date of the manufacture and provide proof for each vanpool vehicle.
- The Contractor shall provide accessible vehicles for individuals with a disability meeting American with Disabilities Act (ADA) specifications. These vehicles shall have a minimum of an eight (8) passenger capacity (including driver). The number of vehicles will be determined by the needs of the Vanpool Program participants. Any modifications to the vehicles shall be adequate and appropriate, and conform to federal regulations and specifications, in order to accommodate the wheelchair inside the vans. The vehicles shall adhere to all code specifications and comply with all federal regulations where appropriate.

3. FLEET MAINTENANCE AND ADMINISTRATION:

Preventive Maintenance

- The Contractor shall be required to provide both preventative maintenance and vehicle repair for all vehicles throughout the duration of the contract.
- The Contractor shall be responsible for developing a preventative maintenance schedule for all vehicles. This preventive maintenance schedule shall at a minimum thoroughly outline maintenance responsibilities based on the manufacturer's preventive maintenance program. Unscheduled maintenance shall be coordinated by the vanpool driver with the Contractor, as needed.

Vehicle Repair

- The Contractor shall be responsible for developing and implementing vehicle repair procedures, including a list of all service establishments where repair work and preventive maintenance will be done. The Contractor will ensure that all vehicle repairs are accomplished in a timely manner. A back-up van will be made available to the vanpool group whenever the regularly assigned van is out of service due to scheduled or unscheduled maintenance or repair.

Licensing and Title

- All vanpool vehicles which are to be placed in service shall be inspected, licensed and registered in accordance with applicable State of New Mexico and local laws. This shall be the responsibility of the Contractor.

Accident and Subrogation Management Services

- In the case of a vehicle accident the Contractor must provide the following:
 - •Towing arrangements (24-hour service required)
 - •Appraisals and photographs
 - •Salvage
 - •Claims recovery assistance
 - •Coordination of subrogation and loss recovery
 - •Third party physical damage claims
 - •Physical damage repairs
 - •Reporting associated with accident, subrogation claims, recoveries and legal proceedings
 - •Accident activity report

Fleet Administration

- The Contractor shall maintain appropriate accounting and auditing records and controls in accordance with generally accepted accounting principles. Financial records associated with the program shall be made available to the Department for audit inspections under the terms of the contract.

Insurance

- The Contractor shall certify that adequate insurance coverage for the operations of all vanpool vehicles shall be in effect, specified below:
 - Automobile Liability - Bodily Injury and Property Damage combined \$1,000,000 for each occurrence
 - General Liability - \$1,000,000 for each occurrence
 - Collision and Comprehensive - Full value, including fire and theft
 - Worker's Compensation (for Contractor's employees)
- The Contractor shall be responsible for providing insurance coverage with zero deductible to all vanpool groups. Evidence of insurance certificates shall be provided by the successful Contractor.
- The Contractor will be required to release, indemnify, and hold harmless the Department, its agents and its employees from any claim or liability for property

damage or bodily injury, including death, which may arise out of third party Contractor's operation under the contract.

4. DRIVER SELECTION AND SAFETY:

- The Contractor shall provide to the Department current copies of all policies and procedures (and updated copies when/if applicable) for selection of vanpool participant drivers, selection of drivers, and training of drivers. At a minimum, the Contractor shall ensure the following responsibilities are included in its vanpool policies and procedures:
 - The vanpool driver will participate in the Vanpool Program and will use the van to pick up, transport, and deliver other Vanpool participants to and from their residences (or other agreed upon locations), and their places of employment (or other agreed upon locations).
 - Vanpool drivers are not allowed to use vans as a source of additional income, such as: jitneys, taxicabs, commercial carriers, ridehailing services, etc. Any violation in this area may result in a suspension of the driver's benefits and/or suspension of the Vanpool Program.
 - The vanpool driver will, when requested, be available to participate in basic driver training/safety awareness orientation and will cooperate with respect to obtaining the motor vehicle record of driver.
 - The vanpool driver shall not consent to the use of the vanpool vehicle by anyone other than an authorized driver.
 - The vanpool driver will return the vehicle in the same condition, and with all the equipment and documents, as when delivered, except for ordinary wear and tear and damage which is subject of pending collision or comprehensive insurance claim.
 - The vanpool driver is responsible for scheduling and ensuring the van's availability for maintenance service when needed, and will maintain a clean vehicle - exterior and interior.
 - The vanpool driver will operate the vehicle in accordance with all applicable laws, ordinances, rules, and regulations.
 - The vanpool driver shall in case of accidents or other loss or damage to or involving the vehicle, immediately report to the Contractor any accident involving bodily injury or loss.
 - The vanpool driver shall complete and file a written accident report; and cooperate fully with the Contractor in all accident investigations and/or settlements.
 - The vanpool driver will forward payments to the Contractor in the amount due for the monthly fee as may be determined by the Contractor, excess mileage charges, late fees, or returned check charges.
 - The Contractor will credit the vanpool driver on a prorated basis, based upon a 30-day month, for the period of time that the vehicle is inoperable due to accident damage or mechanical failure, until such time as a back-up vehicle is made available by the Contractor.
 - The Contractor will be responsible for the cost of arranging to have the vehicle towed to the nearest authorized service facility when the vehicle is inoperable.
 - The Contractor will provide automobile liability insurance.

- The Contractor will assume the risk of loss of or damage to any vehicle supplied by the Contractor.
- The Contractor will indemnify the vanpool driver against liability claims resulting from the operation of the vehicle, except during in the case of a violation of the law and unauthorized use of the vehicle.
- A vanpool driver will be required to provide 30-days written notice to the Contractor of its intent to terminate.

5. MARKETING AND RIDESHARE MATCHING SERVICES:

- The Contractor will be responsible for marketing of the Vanpool/Rideshare Program and be responsible for actively promoting the Vanpool/Rideshare Program to commuters, employers, and other organizations within the four (4) small urbanized areas, Farmington, Las Cruces, Los Lunas, and Santa Fe, New Mexico.
- At a minimum, the Contractor shall attend or host a total of 20 promotional events, five (5) in each small urbanized areas per year for the term of the Contract. At these events, the Contractor shall conduct presentations; distribute brochures and other marketing materials to potential commuters of the Vanpool/Rideshare Program.
- At a minimum, the Contractor shall contact 20 new and existing companies/businesses in the four (4) small urban areas in person to develop or expand the Vanpool Program every year of the program regarding the benefits of vanpooling.
- The Contractor will maintain a database, such as a spreadsheet, of employers and interested commuters. This database will support the Contractor's employer outreach efforts and contain employers located within the four (4) small urbanized areas. The employer database shall include information about employers who have received information/calls from the Contractor regarding the Vanpool/Rideshare Program's products and services, and/or are interested in receiving calls regarding the Vanpool/Rideshare Program.
- The Contractor must provide marketing and outreach to potential riders. The Contractor must utilize different marketing strategies, such as the use of radio advertising, a vanpool website, and other suitable social media sites. The vanpool website will remain active, current and available for the term of the contract, including phone numbers for the general public to receive information concerning the operation of the Vanpool/Rideshare Program, a Guaranteed Ride Home Program, or similar emergency transportation program must be provided to existing vanpools riders.
- The Contractor will furnish a toll free telephone line to provide information and assistance regarding the vanpool vehicles
- The Contractor will furnish and install Department-approved identifying decals on all vans provided. Contractor shall submit mock-ups of all decals for approval before the first van is distributed.

6. REPORTING:

- The Contractor must complete the National Transit Database (NTD) Vanpool Certification Form (Appendix H) and submit to the Department before beginning to report vanpool service.
- The Contractor shall provide monthly reports no later than 25 days after the end of the prior month to the Department with the following data:

- Current number of van drivers and passengers
- Contact information for all passengers and drivers
- Origination and destination locations for each van
- Number of riders for each van
- Number of empty seats for each van
- Number of commute days per month
- Daily round trip miles
- Percentage of commute miles within each of the four small urbanized areas
- The Contractor shall provide monthly report no later than 25 days after the end of the prior month to the Department for the NTD with the following data:
 - Vehicle type
 - Total number of vehicles
 - Year manufactured
 - Vehicle length
 - Seating capacity
 - Ownership type
 - Funding type
 - ADA accessible
 - Status (Active or Retired)
 - Annual vehicle revenue miles
 - Annual vehicle revenue hours
 - Annual unlinked passenger trips
 - Reportable incidents
 - Fatalities
 - Injuries
 - Any additional information required by NTD
- The Contractor shall promptly provide all documents upon request that would be necessary to successfully respond to an audit, either by the Department or FTA. The documents must include:
 - Access to all work
 - Materials
 - Payrolls
 - Other data and records
 - Accounts maintained by the Contractor with regard to this contract

ATTACHMENT B

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, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled 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 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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 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 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 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.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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 Public Official(s) if any: Not Applicable
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

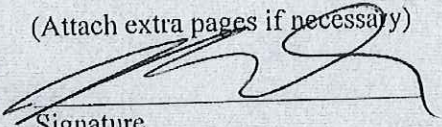
Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

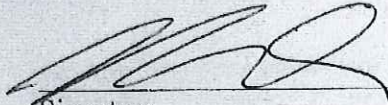

Signature

10/15/18
Date

Director of Business Rental Sales
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

10/15/18

Date

Director of Business Kernel Sales.

Title (Position)

ATTACHMENT C

LOBBYING CERTIFICATION

An Applicant that submits or intends to submit an application to FTA for Federal assistance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal assistance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."

A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:

(1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt 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 regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

(2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt 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 any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352; and

(3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans, and cooperative agreements).

B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

AFFIRMATION OF APPLICANT

Name of Applicant: Enterprise Holdings

Printed Name of Authorized Representative: Benjamin Dowell

Relationship of Authorized Representative: Director of Business Rental Sales

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:

Date: 10/15/18

Printed Name of Signing Official: Benjamin Dowell