

## Video Surveillance & Access Control Services

### SECTION 1 – OVERVIEW

#### A. General Information

- a. The Navajo Division of Transportation (Navajo DOT) is requesting bids for Video Surveillance Services.

The Request for Proposal process shall identify; evaluate and select qualified firm(s) based on items submitted for bid. The selected firm must have all required items specified under the Scope of Work.

- b. Request for Proposals (RFP) Packet – The instructions on the proposal preparation, required documents, eligibility requirements and evaluation criteria are provided herein.

The RFP package may be obtained from the Navajo Division of Transportation, Navajo Transportation Complex, #16 Old Coal Mine Road, Mentmore, NM, starting May 7, 2025, during regular business hours. The Navajo Transportation Complex is located north of NM State Highway 264 and 1.5 miles east of the New Mexico/Arizona State Line. Contact Navajo DOT at 505.371.8300/8301 to request a package. Download the RFP from the Navajo DOT website at <http://www.navajodot.org>.

- c. General Scope of Work (SOW) – The selected firm(s) shall provide the Navajo DOT with a list of services for Navajo DOT which include but are not limited to:
- i. Video Surveillance Services for Navajo DOT – Transit Office; Fort Defiance, Arizona.
  - ii. Access Keycard system for Navajo DOT – Transit Office; Fort Defiance, Arizona

- d. Schedule of RFP Activities

	<u>Activity:</u>	<u>Schedule:</u>
1.	Advertisement Period	May 7, 2025
2.	RFP Submittal Deadline	May 23, 2025 at 4:00PM MDST
3.	PreBid Meeting <i>Recommended</i>	May 9, 2025 at 3:00PM MDST
4.	Inquires Deadline	May 9, 2025 at 5:00PM MDST
5.	Evaluation of RFP & Firm(s)	May 26, 2025
6.	Final Selection of Firm(s)	May 28, 2025

- e. Prebid Meeting is Recommended but not required. Such inquiries shall be in writing by the Prebid meeting date. PreBid Meeting will take be at the Navajo Transit Office in Fort Defiance, AZ on May 9, 2025, at 3:00 PM MDST.
- f. Inquires – Navajo DOT shall accept or reply to any inquiries for this RFP. Prospective respondents shall make written questions to obtain clarification of requirements through e-mail to Evans Bennallie, Systems & Programming Manager, NNDOT at: [ebennallie@navajodot.org](mailto:ebennallie@navajodot.org).

No inquiries shall be accepted after the inquiry deadline of May 9, 2025, 5:00 PM MDST, as listed in schedule section above.

- g. Proposal Submittal Deadline – Proposal must be physically submitted to the following address by **May 23, 2025, by 4:00 PM** (Mountain Daylight Savings Time MDST):

h.

Navajo Division of Transportation  
ATTN: Evans Bennallie  
Navajo Transportation Complex  
#16 Old Coal Mine Road  
Mentmore, NM 87319

**LATE, FACSIMILED OR E-MAIL PROPOSALS SHALL NOT BE ACCEPTED. These shall be un-rated and firms responding in such fashion shall be considered non-responsive.**

- i. Addendum to the RFP – In the event it becomes necessary to revise any part of the RFP, Navajo DOT shall issue a written addendum on the specifics of the change(s) and inform all concerned.
- j. Rejection of Proposals – Navajo DOT reserves the right to reject any or all proposals and to waive informalities in the proposals received whenever such rejection or waiver is in the best interest of the Navajo Nation.
- k. Proprietary Information – Any restriction on the use of data contained within any proposals must be clearly stated in the proposal. Each and every page that contains proprietary information must be stamped or imprinted “*PROPRIETARY.*”
- l. Ownership of Proposals – All material submitted with the RFP accepted for rating shall become the property of Navajo DOT and not returned to the firm. Navajo DOT has the right to use any or all information presented in the RFP subject to limitations outlined in paragraph i, above. Disqualification or non-selection of a firm(s) or proposal(s) does not eliminate this right.
- m. Cost Incurred – Navajo DOT is not liable for any cost incurred by the firm(s) prior to issuance of a signed contract award for service.
- n. Contractual Obligation – The contents of the proposal may become part of contractual obligations of the contract award. Failure of the firm to accept these obligations may result in cancellation of the award for services.
- o. Evaluation Criteria – Proposals accepted for rating shall be evaluated based on the criteria and 100-point system set forth in Section 5 – Rating System on Evaluation Criteria.
- p. Award of Contract– Navajo DOT shall award of the top-rated firm(s). Upon selection, the firm shall be notified, upon Navajo DOT acceptance of the SOW and estimates (fee proposal, etc.)

provided by the firm(s), a contract shall be issued. The contract shall be effective from the executed date of the contract between the Navajo Nation and the firm.

- q. Standard Contract – The Navajo Nation reserves the right to incorporate contract provisions which are based on applicable requirements, such as, Navajo Nation Laws, Federal, State, and local requirements, etc. into the contract documents; including provision of the Navajo Business and Procurement Act, at 12 N.N.C. § 1501 et seq., and the Navajo Business Opportunity Act, at 5 N.N.C. § 201 et seq.
- r. Taxes – All work performed and services provided within the territorial jurisdiction of the Navajo Nation is subject to the six-percent (6%) Navajo Sales Tax (24 N.N.C. § 601 et seq.).
- s. Insurance – The Navajo Nation require the successful firm(s), at its sole expense, to procure and maintain adequate and sufficient insurance for all potential liability, such as commercial general liability; automobile liability; worker’s compensation; professional liability errors and omissions liability; etc. The following are the current insurance limits:
  - i. Commercial General Liability coverage, ISO CG 0001 Form or equivalent with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.
  - ii. Auto Liability minimum limit of \$1,000,000 per accident and should include non-owned autos;
  - iii. Workers’ Compensation coverage with statutory benefits and Employers Liability coverage with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000.
  - iv. The Navajo Nation shall be named as additional insured for general and auto liability coverages only.
  - v. Additionally, the Navajo Nation should require the contractor to carry Pollution Liability with limits no less than \$1,000,000.
  - vi. All coverages should include a waiver of subrogation. All coverages should be primary and the Navajo Nation’s coverage non-contributory.
- t. Federal Transit Administration (FTA) Clauses and Certifications – Failure to execute and provide required certifications will result in the RFP being declared non-responsive and it will not be evaluated.
- u. Disclaimer – the Navajo Nation's acceptance or review of any proposal shall not guarantee the execution of any contract, and the proposed contract shall be reviewed by all appropriate departments through the 2 N.N.C. § 164 review process, including the Navajo Nation Department of Justice, for administrative and legal sufficiency, prior to execution by the Navajo Nation. The Navajo Nation reserves the right to reject any proposed contract prior to execution, for improprieties in the procurement process or applicable Navajo Nation or federal laws or regulations, or for failure to submit all requested documents or information

## SECTION 2 – PROPOSAL REQUIREMENTS AND SELECTION

### A. Bid Submission

- a. Bid (s) must be submitted in a sealed envelope clearly marked:
  - i. **“DO NOT OPEN RFP # 25-03-3619SB – Video Surveillance & Access Control Services”**
  - ii. The name of the firm submitting the Bid shall be written legibly and shown on the outside of the sealed envelope. Please include the firm’s address.
- b. Proposal Standards – The firm shall submit one (1) original and three (3) identical copies of their RFP packet for the evaluation committee members. Appearance of the proposal is important and professionalism in the proposal presentation should not be neglected. The proposal standards are as follows:
  - i. The RFQ proposal may not exceed 30 single-side pages (maximum 8 ½” x 11”) with a minimum of 10 pt. type.
  - ii. Pages that have photos, charts, graphs and/or various informative visual illustrations and/or exhibits shall be counted toward the maximum number of pages.
  - iii. The following information is not included in the 30-page limit: Cover Letter on Company letterhead and Bid Cost.
  - iv. RFQ submittals should be plastic or metal spiral-bound only. **Please do not submit RFQ proposals in loose-leaf 3-ring binder, these shall be considered non-responsive and shall be un-rated.**

### B. Proposal Review Process

- a. Receipt of Proposal shall be verified on the due date specified in the RFP schedule. Navajo DOT shall screen and evaluate bids received in accordance to the following criteria. Bids which fail this check shall be considered non-responsive and shall be un-rated.
  - i. Proposal is received by the required deadline date and time as specified in the RFP schedule.
  - ii. Proposal meets the proposal submission requirements set forth above under Section 2, A.

### C. Proposal Evaluation

- a. Proposal shall be evaluated and rated in accordance with the criteria outlined in Section 4 – Bid Content and Evaluation Criteria.
- b. Navajo DOT shall rate the Proposals based on specifications of items proposed and rank shall be determined as most responsive.

### D. Award of Contract

- a. The Navajo DOT shall retain the services of the top rated and ranked firm. Upon selection, the firm shall be notified.
- b. The Navajo DOT shall issue a contract or Purchase order. Navajo DOT is not liable for any cost incurred by the firm prior to issuance of a Contract or Purchase Order.

### SECTION 3 – Scope of Work

#### A. Description of Work

- a. Video Surveillance - The selected firm shall provide the following listed service. Remove 20 existing legacy cameras, replace cameras with new cameras, upgrade wire, and replace all equipment which powers the cameras. All new cameras should be Internet Protocol (IP) based system. Including the following items.
  - a. (30) Security cameras inside and outside the NTS building.
    - i. 10 – Outdoor (Around the Building) – Arm + Pendant Mount Kits
    - ii. 10 - In Office (Two Floors) - Ceiling + Wall Mount Kits
    - iii. 10 - In Bay (Bus Area) - Arm + Pendant Mount Kits
  - b. Verkada Command - Security Management Software or equivalent
  - c. (1) Network – Power over Ethernet Switch with a 7-year license plan – Cisco Meraki - MS210-48FP
  - d. (2) Uninterpreted Power Supply – 3U Rackmount, 1500VA Litium-Ion @ 1.35kW - SMTL1500RM3UC
  - e. Install all hardware and provide a 3-year warranty on equipment.
  - f. Include a bi-yearly checkup and Preventive maintenance services for cameras and video system. **\*\* See note below\*\***
  - g. Terminate and new connections using CAT6 ethernet into CAT6 patch panel.
  - h. Ensure wiring is protected against any elements due to weather.
  - i. Ensure all equipment is property grounded.
  - j. All eternal ethernet connections shall be IP66 waterproof rated.
- b. Security System – The selected firm shall provide the following listed service. Remove existing legacy access keycard system. Remove, replace, and install new sensors throughout the building. 20 Sensors in total, provide a new Windows server-based software to manage the cameras, using Verkada Command Software would be preferred as well. Remove, Replace, and install new controllers and locks thought-out the building.
  - a. Replace 20 RFID door readers throughout the building.
  - b. Replace 20 door access controllers
  - c. Replace door locks if needed

Cameras and Video Management System require the following features.

- Instantly replay videos and view detected person trajectories for fast, efficient searching.
- Enable proactive monitoring with alerts for camera events like motion, tampering, people of interest, license plates of Interest and camera status.
- Securely share camera footage with authorized users, allowing them to access sites and camera feeds through links.
- Customize Grids with up to 12 live camera feeds, include cameras from an entire site, and enable automatic rotation through personalized Grid views on timed cycles.
- Ability to detect people on property after hours and get a team of monitoring agents to verify and respond on your behalf.

- Consolidate relevant incident footage in a single shareable repository, enabling teams to collaborate seamlessly on investigations and simplify reporting.
- Access all devices and manage physical security on-the-go from an intuitive app. No port-forwarding or VPNs shall be required.

*\*\*Bi-Yearly Checkup will include physical inspection of all installed cameras and hardware. Firmware and Software updates shall be applied at this time. Preventive Maintenance shall include review cabling and installed hardware.*

*\*All hardware can be replaced with products that are equivalent or greater than proposed. \**

**SECTION 4 – Proposal Content and Evaluation Criteria**

- A. Qualification of the Firm. Proposal must specifically address and affirm the following:
- a. Letter of Interest that indicates why your firm should be selected to provide the Information Technology – Internet Services proposal to Navajo DOT
  - b. Evidence of Insurances; such as Professional Liability Insurance

**SECTION 5 – Rating System on Evaluation Criteria**

- A. Description of the components provided in Section 4 – Proposal Content and Evaluation Criteria.  
 B. Each proposal shall be evaluated and rated as follows:

<u>COMPONENTS:</u>		<u>SCORING:</u>
A.	Organization of RFP	5 Points
B.	Letter of Transmittal	2 Points
C.	Specifications of Camera System	25 Points
D.	Specifications of Access Control System	25 Points
E.	Three References	5 Points
F.	Price	38 Points
<b>Total Points</b>		<b>100 Points</b>

It is the intent of Navajo DOT to score the firms according to the proposals submitted. Navajo DOT reserves the right to conduct detailed interviews, either by telephone or in person, of firms, if warranted.

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

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

√	Sec.	Contract Clause	Applicability to Type of Contract
√	1.	No Government Obligation to Third Party	Value > \$10K
√	2.	Program Fraud and False or Fraudulent Statements or Related Acts	Value > \$10K
√	3.	Access to Records	Value > \$10K
√	4.	Federal Changes	Value > \$10K
√	5.	Civil Rights (includes EEO requirements for construction projects)	Value > \$10K
√	6.	Disadvantaged Business Enterprise (DBE)	Value > \$10K
√	7.	Incorporation of FTA Terms	Value > \$10K
√	8.	Energy Conservation	Value > \$10K
√	9.	Termination	Value > \$10K
√	10.	Seat Belt Use	Value > \$10K
√	11.	Distracted Driving	Value > \$10K
√	12.	Federal Tax Liability and Recent Felony Convictions	Value > \$10K
√	13.	Trafficking in Persons	Value > \$10K
√	14.	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	Value > \$10K
√	15.	Governmentwide Debarment and Suspension	Value > \$25K
√	16.	Notification Related to Fraud, Waste, Abuse or Other Legal Matters	Value > \$25K
√	17.	Lobbying Restrictions	Value > \$100K
√	18.	Buy America	Value > \$150 K for Construction, Iron, Steel, Manufactured Products, Rolling Stock

# RFP: Video Surveillance & Access Control Services

NO: 25-03-3619SB

Opening Date: May 5, 2025

| Closing Date: May 23, 2025

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



PROJECT NO: RFP#24-06-3384SB Video Surveillance & Access control services

**Federal Transit Administration Required Certifications**

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

## FEDERAL CLAUSES

(where applicable)

### 1. No Government Obligation to Third Parties

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

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

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

a. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

b. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I) or other applicable federal law on the CONTRACTOR, to the extent the Federal Government deems appropriate.

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

### 3. Access to Records

The CONTRACTOR agrees to provide PURCHASER, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In accordance with 2 CFR 200.333, the CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this

contract except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

#### **4. Federal Changes**

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

#### **5. Civil Rights**

The following requirements apply to the underlying contract:

a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

c. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **6. Disadvantaged Business Enterprises**

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

b. The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, natural origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

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

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

#### **7. Incorporation of FTA Terms**

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

not perform any act, fail to perform any act, or refuse to comply with any PURCHASER request, which would cause PURCHASER to be in violation of the FTA terms and conditions.

### **8. Energy Conservation**

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

### **9. Termination**

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

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

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

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

### **10. Seat Belt Use**

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

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

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

### **12. Federal Tax Liability and Recent Felony Convictions**

The CONTRACTOR hereby certifies that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

### **13. Trafficking in Persons**

The CONTRACTOR agrees that it and its employees that participate in this contract, may not:

Engage in severe forms of trafficking in persons during the period of time that this contract is in effect,

Procure a commercial sex act during the period of time that this contract is in effect, or

Use forced labor in the performance of any activities covered by this contract.

### **14. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

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

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



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

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

**15. Governmentwide Debarment and Suspension**

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

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

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

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

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

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

**17. Lobbying Restrictions**

The CONTRACTOR agrees to:

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

### **18. Buy America**

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

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

### **19. Clean Air**

a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

### **20. Clean Water**

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

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



**BUY AMERICA CERTIFICATION  
STEEL OR MANUFACTURED PRODUCTS**

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

**Certificate of Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company \_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company \_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION  
(NONPROCUREMENT)**

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

**Instructions for Certification:** Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TRAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

**Certification**

Contractor: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

**Federal Certifications**

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

\_\_\_\_\_ hereby certify  
 (Name and title of official)

On behalf of \_\_\_\_\_ that  
 (Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

Name of Bidder/Company Name: \_\_\_\_\_

Type or print name: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**### End of Request for Proposals - 25-03-3619SB ###**