

Alignment Machine

SECTION 1 – OVERVIEW

A. General Information

- a. The Navajo Transit System (NTS) under the Navajo Division of Transportation (Navajo Transit System) is requesting bids for Alignment machine.

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 Transit System, Navajo Route N54 (Old Coal Mine Road) Fort Defiance AZ, starting May 02, 2025, during regular business hours. The Navajo Transit System is located east of Route 12 and N54 intersection in Fort Defiance AZ. Contact Navajo Transit System at 928-729-4002 to request a package. Download the RFP from the Navajo Nation Office of the Controller’s website at www.nnooc.org or Navajo Transit System website at <http://www.navajotransit.navajo-nsn.gov>.

- c. General Scope of Work (SOW) – The selected firm(s) shall provide the Navajo Transit System with a list of services for Navajo Transit System which include but are not limited to:
- i. Alignment machine for Navajo Transit System – Shop; Fort Defiance, Arizona.

- d. Schedule of RFP Activities

ACTIVITY:	SCHEDULE:
1. Advertisement Period	May 02, 2025
2. RFP Submittal Deadline	May 19, 2025 at 3:00PM MDST
4. Inquires Deadline	May 12, 2025
5. Evaluation of RFP & Firm(s)	May 21 2025
6. Final Selection of Firm(s)	May 23, 2025

- e. Inquires – Navajo Transit System 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 Truman Chee, Fleet Services Manager, Navajo Transit System at tchee@navajodot.org . No inquiries shall be accepted after the inquiry deadline of May 12, 2025, 5:00 PM MDST, as listed in schedule section above.

- f. Proposal Submittal Deadline – Proposal must be physically submitted to the following address by May 19, 2025, by 3:00 PM (Mountain Daylight Savings Time MDST):

- g.

Navajo Transit System
ATTN: Truman Chee
Navajo Route N54 Old Coal Mine Road Bldg 7159
Fort Defiance AZ 86504

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.

- h. Addendum to the RFP – In the event it becomes necessary to revise any part of the RFP, Navajo Transit System shall issue a written addendum on the specifics of the change(s) and inform all concerned.
- i. Rejection of Proposals – Navajo Transit System 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.
- j. 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*.”
- k. Ownership of Proposals – All material submitted with the RFP accepted for rating shall become the property of Navajo Transit System and not returned to the firm. Navajo Transit System 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.
- l. Cost Incurred – Navajo Transit System is not liable for any cost incurred by the firm(s) prior to issuance of a signed contract award for service.
- m. 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.
- n. 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.
- o. Award of Contract– Navajo Transit System shall award of the top-rated firm(s). Upon selection, the firm shall be notified, upon Navajo Transit System 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.
- p. 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.

- q. 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.).
- r. 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.
- s. 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.
- t. 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. Proposal Submission

- a. Proposal(s) must be submitted in a sealed envelope clearly marked:
 - i. **“DO NOT OPEN RFP # 25-03-3632GC – Alignment Machine”**
 - ii. The name of the firm submitting the Proposal 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 RFP 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. RFP submittals should be plastic or metal spiral-bound only. **Please do not submit RFP 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 Transit System shall screen and evaluate proposals received in accordance to the following criteria. Proposals 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 Transit System 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 Transit System shall retain the services of the top rated and ranked firm. Upon selection, the firm shall be notified.
- b. The Navajo Transit System shall issue a contract or Purchase order. Navajo Transit System 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 Equipment specification

- a. Alignment Machine - The selected firm shall provide the following listed equipment and service:

Part #	Description	QT Y	PRICE	TOTAL
WT684	HD Aligner with New premium large cabinet 27' Wide Screen LCD display or approved equal designed for use with HE421 passenger car sensors for combo LO/HO users. Includes Truck Pusher and Plus key or equivalent	1		
HXK421CM 6	Heavy Duty camera-based cabinet mounted alignment sensors or approved equal 6 Self centered adaptors and XL targets. Compatible with H04-post, Pit racks, RX scissor lifts, and quick adaptor and "TD" targets or equivalent	1		
20-4038-1	HXL target storage cart or equivalent	1		
20-4039-1	Secondary Hawk eye XL console kit (mountable to target storage cart) or equivalent	1		
20-20882-1	Cordless Remote indicator kit * includes cordless remote indicator and recharging bracketry for 6,7 and 8 Series Cabinets or equivalent	1		
175-284-1	Self centering Mini Wheel adaptor - Mounts sensor to hub center of front rim. Adaptor has double ended rim stud, that grip the inside of the center of the wheel. Clamping range - 8.75" - 12" (Two Required) or equivalent	2		
20 -2775-1	TD Target upgrade package included 4 Standard TD targets, Quick Grip Clamp on adaptors, Fixed hood kit, Wheel Spacer Kit, Storage Bracket kit, Protective Ring Replacement kit, TD target require WA12 & up, Penta Cam camera, Plus Key or equivalent	1		
20-2979-1	Passenger Car Accessory Kit- Includes Code Link 2 (20-2813-1) Bus code reader(20-2900-1) and Ride Height Targets (20-2050-1) for use with WT400/600 Aligners or equivalent	1		
20-2511-1	Wide Angle Extender Target Kit - Includes Left Wide Angle adaptor, Right Wide Angle Adaptor and Bay ID decals. Used for additional measurements, such as max steer and 20 - Caster steers or equivalent	1		
20-2621-1	Medium Duty Truck Spacer Kit - This kit contains 4 each spacers for medium duty trucks. These spacers may be used with kit 20-2640-1 or equivalent	1		

20-2521-1	Adjustable tire hooks - The kit contains 8 adjustable tire hooks L214-163-1 or equivalent	1		
20-3271-1	Mobile HD turnplate kit. Suitable for rolling or jacking compensation or equivalent	1		
20-2679-1	Portable Turnplate kit - Includes 2 red turnplates, 2 red slip plates, 4 rollback ramps, turnplate bridges, 2 drive off ramps, 2 wheel chocks, mobile storage. Ramps/Plates have non-skid lower surface and hook together for use on virtually any flat surface or equivalent	1		
	Deliver and set up equipment at Navajo Transit System building in Fort Defiance Arizona	1		
	Service and maintain equipment within its manufacturer's maintenance specifications	1		
	Provide an equipment & operations orientation for NTS staff	1		
	Provide on-going training and equipment/software updates (software, manufacturer, mechanical). Updates will be provided for up to four years in accordance with the manufacturer's specifications.	1		

All equipment/accessories 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 proposal to Navajo Transit System
 - b. Evidence of Insurance; 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 Submitted Equipment	50 Points
D.	Three References	5 Points
E.	Price	38 Points
Total Points		100 Points

RFP: Alignment Machine

NO: 25-03-3632GC

Opening Date: 5/02/2025

RFP Closing Date: 05/19/2025

It is the intent of Navajo Transit System to score the firms according to the proposals submitted. Navajo Transit System 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 Alignment machine 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

√	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

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NO: 25-03-3632GC
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RFP Closing Date: 05/19/2025

PROJECT NO: RFP#25-03-3632GC Alignment Machine

Federal Transit Administration Required Certifications

√	Certification	Applicability to Type of Contract
	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 Alignment machine 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 alignment machine 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.

**NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and
Contracting Eligibility**

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
 - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
 - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
 - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
 - D. Violated contract provisions, including:
 - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
 - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
 - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant's request for consideration for a business opportunity.

Applicant Name

Name of individual signing on Applicant's behalf (print)

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date

End of Request for Proposals - 25-03-3632GC