



The Cambria County Transit Authority (CamTran), Johnstown, PA is soliciting price proposals from qualified offerors to provide Insurance Broker Services and welcomes you or your business to submit a proposal for the same. If interested, please review the attached information and proposal submittal procedures required by CamTran for consideration of you or your business.

REQUEST FOR PROPOSALS (RFP)

FOR INSURANCE BROKER SERVICES

Issued by:
Cambria County Transit Authority (CamTran)
502 Maple Avenue
Johnstown, PA 15901
Attn: Thomas G. Sylvia
Telephone: 814-535-5526 ext. 222
Fax: 814-536-5951
E-mail: tsylvia@camtranbus.com

Friday, September 15, 2017	Request for Proposal (RFP) Released
Thursday, September 21, 2017	Written questions from proposers due by 3:00 p.m. prevailing time
Monday, September 25, 2017	Written responses to questions issued by CamTran
Thursday, October 12, 2017	Proposals due by 3 p.m. prevailing time
Friday, October 20, 2017	Anticipated contract award by Board of Directors
Monday, October 23, 2017	Anticipated issuance of award and Notice to Proceed

DESCRIPTION:

Proposals are being solicited for the purpose of contracting for Insurance Broker and related services for the Cambria County Transit Authority (CamTran). The Cambria County Transit Authority, CamTran and Authority may be used throughout this document. The contract is for a term of three (3) years, effective upon Notice of the Award, with up to two (2) one-year renewals at the sole discretion of CamTran. The solicitation may be downloaded by visiting the CamTran website at www.camtranbus.com. Paper copies of this solicitation document and any issued Addenda may also be obtained from CamTran.

BACKGROUND:

CamTran is the primary public transportation provider for the Cambria County, PA region with office locations in Ebensburg and Johnstown, PA (3). Currently, CamTran provides fixed route transit service within Johnstown, PA, Cambria County and Windber, PA, Somerset County, a service area that accounts for 1.2 million passenger rides yearly. In addition to traditional fixed-route service, CamTran provides American with Disabilities Act (ADA) paratransit service and shared ride (Reserve-A-Ride) services. CamTran is a municipal authority and is governed by the Municipal Authorities Act of 1945. CamTran is governed by a nine member Board of Directors. Members are appointed by the Board of Commissioners of Cambria County. CamTran employs 146 employees in a variety of operating and administrative positions. CamTran operates a fleet of 83 vehicles. CamTran is funded through a variety of programs at the Federal, State and local level. CamTran follows all applicable third party procurement policies in accordance with the Federal Transit Administration (FTA) Circular 4220.1F.

In addition to providing the public transportation described above, CamTran also operates the Historic Johnstown Inclined Plane. The Johnstown Inclined Plane is an 896.5-foot (273.3 m) funicular in Johnstown, Cambria County, Pennsylvania. The incline and its two stations connect the city of Johnstown, situated in a valley at the confluence of the Stonycreek and the Little Conemaugh Rivers, to the borough of Westmont on Yoder Hill. The Johnstown Inclined Plane is billed as the "world's steepest vehicular inclined plane", as it is capable of carrying automobiles, in addition to passengers, up or down a slope with a grade of 70.9 percent. The travel time from one station to the other is 90 seconds. After a catastrophic flood in 1889, the Johnstown Inclined Plane was completed in 1891 to serve as an escape route for future floods, as well as a convenient mode of transportation for the residents of the new communities situated above the valley.

REQUEST FOR PROPOSALS FOR
INSURANCE BROKERAGE SERVICES

TABLE OF CONTENTS

Part I	- INTRODUCTION	Page 4
Part II	- GENERAL INFORMATION FOR PROPOSERS	Page 5
Part III	- INFORMATION REQUIRED FROM PROPOSERS	Page 12
Part IV	- CRITERIA FOR SELECTION	Page 15
Part V	- WORK STATEMENT	Page 17
ATTACHMENT A – BIDDER CERTIFICATION CHECKLIST		Page 21
ATTACHMENT B – CERTIFICATION OF QUALIFICATIONS		Page 43

PART I

INTRODUCTION

I-1. The Cambria County Transit Authority (CamTran) is seeking written proposals from experienced and qualified insurance brokers desiring to provide insurance broker services that include, but are not limited to, insurance placement and servicing, risk exposure analysis, general advice and claims assistance for liability and property coverage.

It is the intent of CamTran to contract for services with an Insurance Broker (“Broker” or “Firm”) to assist staff in developing its insurance program and operation of commercial risk management programs for a period of three (3) years. The successful Broker will be expected to provide a full range of services, including but not limited to, placing CamTran’s insurance coverages, assisting staff with insurance related issues and providing detailed, written insurance coverage recommendations, to be approved by the Board of Directors.

I-2. CamTran’s casualty/property insurance program is administered by the Accounting Department with assistance from legal counsel who deals with insurance, indemnification and contractual issues.

I-3. CamTran currently has 146 full-time and seasonal employees.

I-4. CamTran operates a fleet of 83 vehicles and owns and operates approximately 6 buildings and structures.

I-5. CamTran maintains several policies of insurance, from a variety of providers and are not limited to:

- a. Workers' Compensation
- b. Property including rental income loss and extra expense
- c. Public Officials Liability, including employment practices and fiduciary liability
- d. Flood
- e. Crime
- f. General Liability
- g. Other coverages, as requested by CamTran, at its sole discretion.

I-6. CamTran is issuing this RFP to ensure it is obtaining the best coverage at the best price.

I-7. CamTran and the Inclined Plane are protected by Governmental Immunity under the Political Subdivision Tort Claims Act, yet seek to ensure protections for any actions that may present actions not protected under a claim of negligence.

PART II

GENERAL INFORMATION FOR PROPOSERS

II-1. Purpose. This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by CamTran to satisfy a need for **Insurance Brokerage Services**. Such services may be awarded to a single proposer or multiple proposers based upon the nature of the proposal, the qualifications and needs of the Authority.

II-2. Issuing Office. This RFP is issued for CamTran by the Procurement Department.

II-3. Scope. This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria and other requirements to be met by each proposal.

II-4. Project Statement. CamTran is seeking proposals from qualified companies to be the insurance broker on behalf of the Authority for its various insurance policies. A detailed work statement is provided in Part V of this RFP.

II-5. Type of Contract. It is proposed that if a contract is entered into as a result of this RFP, it will be based on one of the following two pricing options. As referenced in section II-19 Cost Submittal, the following information must be submitted in a separate envelope. CamTran is requesting that the Broker provide two separate options:

Option #1:

This will be a fee for services structure. The broker/agent will be compensated from the insurer (s) for their fee/commission. CamTran may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible and capable of performing the work. Compensation on any coverage placed by the elected Proposed shall be subject to disclosure by and approval of CamTran.

Option #2:

The proposed fee shall be all inclusive which means that all related items, including labor, travel, deliverables, tools, materials, equipment, supplies, expenses, etc. shall be factored into the fees listed below. Travel, including airfare, hotel, meals and any other related accommodations are the Broker's responsibility and will not be reimbursed or paid for by CamTran.

Flat Fee Proposal: Year 1: \$ _____
 Year 2: \$ _____
 Year 3: \$ _____
 Year 4: \$ _____
 Year 5: \$ _____

Negotiations may be undertaken with those Proposers whose proposals prove them to be qualified, responsible and capable of fulfilling the requirements of the RFP. The contract will be entered into a manner that is most advantageous to the Authority based upon the considerations set forth in this RFP. Failure of a Proposer to accept the obligations in a proposed contract may be a basis to award the contract to another Proposer.

II-6. Rejection of Proposals. CamTran reserves the right to reject any and all proposals received as a result of this request or to negotiate separately with competing Proposers.

II-7. Subcontracting. Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by CamTran.

A firm that responds to this solicitation as a prime may not be included as a designated subcontractor to another firm that responds to the same solicitation. Multiple responses under any of the foregoing situations may cause the rejection of all responses of the firm or firms involved. This does not preclude a firm from being set forth as a designated subcontractor to more than one prime contractor responding to the project advertisement.

II-8. Incurring Costs. CamTran is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

II-9. Questions and Answers. Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted by email to Thomas G. Sylvia at tsylvia@camtranbus.com with "Insurance Broker RFP Clarification" in the Subject Line to be received no later than **Thursday, September 21, 2017.** All questions and written answers will be posted to the website as an addendum to and become part of this RFP. All proposers should register at the above address, regardless of how proposal was obtained, in order to receive any answers to questions provided to other proposers. The failure to register may mean you do not receive any supplemental information and/or responses to proposal questions.

II-10. Addenda to the RFP. If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to CamTran's website (www.camtranbus.com) under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

II-11. Response. To be considered, proposals must be delivered to CamTran, Attention: Tom Sylvia on or before **Thursday, October 12, 2017 by 3:00 PM** prevailing time. CamTran is located at 502 Maple Avenue, Johnstown, PA 15901. The mailing Address is:

CamTran
Attn: Tom Sylvia
502 Maple Avenue
Johnstown, PA 15901

Please note that use of U.S. Mail, FedEx, UPS or other delivery method, does not guarantee delivery to this address by the above-listed time for submission. Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals. If the CamTran office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster or any other cause, the deadline for submission shall be automatically extended until the next business day on which the office is open. Unless the Proposers are otherwise notified by CamTran, the time for submission of proposals shall remain the same.

II-12. Proposals. To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART III. Each proposal should be submitted in four (4) hard copies and one complete and exact copy of the technical and cost proposal on CD-ROM in Microsoft Office or Microsoft Office-compatible format. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference. Proposals must be signed by an official authorized to bind the Proposer to its provisions and include the Proposer's Federal Identification Number. For this RFP, the proposal must remain valid for at least one hundred twenty (120) days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or telefax notice received at CamTran's address for proposal delivery prior to the exact hour and date specified for proposal receipt. However, if the Proposer chooses to attempt to provide such written notice by telefax transmission, CamTran shall not be responsible or liable for errors in telefax transmission. A proposal may also be withdrawn in person by a Proposer or its authorized representative, provided its identity is made known and it signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this RFP.

II-13. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

II-14. Discussions for Clarification. Proposers who submit proposals may be required to make an oral or written clarification of their proposals to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. CamTran will initiate requests for clarification.

II-15. Best and Final Offers. CamTran reserves the right to conduct discussions with Proposers for the purpose of obtaining "best and final offers." To obtain best and final offers from Proposers, CamTran may do one or more of the following: a) enter into pre-selection

negotiations; b) schedule oral presentations; and c) request revised proposals. CamTran will limit any discussions to responsible Proposers whose proposals CamTran has determined to be reasonably susceptible of being selected for award.

II-16. Prime Proposer Responsibilities. The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, CamTran will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

II-17. Proposal Contents. Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the proposal becomes the property of CamTran and may be returned only at CamTran's option. Proposals submitted to CamTran may be reviewed and evaluated by any person other than competing Proposers at the discretion of CamTran. CamTran has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Proposers shall identify any and all portions of their Proposal that contains confidential proprietary information or is protected by a trade secret. Proposals shall include a written statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contains the trade secret or confidential proprietary information.

Proposers should note that "trade secrets" and "confidential proprietary information" are exempt from access under Section 708(b) (11) of the RTKL. Section 102 defines both "trade secrets" and "confidential proprietary information" as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; and (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.

65 P.S. §67.102 (emphasis added).

II-18. Continuity. Unless specifically noted in this section, Proposers must provide all services to complete the identified work. The Contractor shall provide qualified staffing and maintain maximum continuity during the term of the Agreement for these services.

II-19. Cost Submittal. The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal. Failure to meet this requirement may result in disqualification of the proposal. Such cost submittal shall include any hourly rates, commission rates or other method of charging CamTran for services under this RFP.

II-20. Term of Contract. The term of the contract will commence on the Effective Date (as defined below) and will be for three (3) years from that date with the option of two (2) one (1) year contract extension. CamTran shall fix the Effective Date after the contract has been fully executed by the Contractor and by CamTran and all approvals required by CamTran contracting procedures have been obtained.

II-21. Proposer's Representations and Authorizations. Each Proposer by submitting its proposal understands, represents and acknowledges that:

- A. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by CamTran in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from CamTran of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- B. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- C. Neither the price(s) nor the amount of the proposal, including any commission rates or payment based upon insurance costs and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the cover letter to this RFP.
- D. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.
- G. To the best of the knowledge of the person signing the proposal for the Proposer

and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.

- H. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- I. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- J. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to CamTran information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation and workers' compensation liabilities.

II-22. Insurance.

- A. **General.** Before the execution of a Contract, Provider must provide CamTran with certificates of insurance evidencing the coverage required acceptable to CamTran, as described below. Have all policies endorsed to contain the following clause: "Thirty (30) days written notice of any cancellation, non-renewal, limit or coverage reduction is to be sent to CamTran by Certified Mail." The preceding is subject to existing Commonwealth of Pennsylvania statutory cancellation provisions relating to non-payment of premium and misrepresentation by the insured. Maintain the insurance described herein for the entire duration of the Contract. All insurance policies must be written by an Insurance Company licensed and/or authorized to do business in Pennsylvania and acceptable to CamTran having an A.M. Best's rating of no less than A-, with a financial size category of IX or better. Have all insurance policies and certificates signed by a resident Pennsylvania Agent of the issuing Company. However, in the case of an eligible surplus lines insurer, have all policies and certificates also signed by a party duly authorized to bind, on behalf of the eligible surplus lines insurer, the certified coverage's.
- B. **Worker's Compensation and Employer's Liability Insurance.** Worker's Compensation Insurance policy as required by Pennsylvania law.
- C. **Commercial General Liability Insurance.** Commercial general liability insurance (CGL). If the CGL contains a general aggregate limit, it shall apply separately each site or location. CGL insurance shall be written on the Insurance Services Office Inc. (ISO) occurrence form CG 00 01 12 07 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under contract (including the tort liability of another assumed

in a business contract but not including breach of contract damages).

- D. Business Auto Liability Insurance.** Business auto liability insurance. Such insurance shall cover liability, including bodily injury or death and property damage, arising out of any auto (including owned, hired and non-owned autos). Business auto coverage shall be written on the current ISO form or a substitute form providing equivalent liability coverage.
- E. Professional Liability Insurance.** Insurance coverage for Errors and Omissions (Professional Liability Insurance). Insurance shall be provided on a form acceptable to CamTran.
- F. Additional Insured.** All Commercial General Liability and Automobile Liability insurance provided hereunder shall name CamTran as an additional insured party.

PART III

INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP and provide any type of insurance that the proposer may not be applying for. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. Each proposal shall consist of two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to Part II hereof; (ii) Cost Submittal, in response to Part II-19 hereof.

CamTran reserves the right to request additional information which, in CamTran's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to the RFP.

CamTran may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work and the Proposer shall furnish to CamTran all such information and data for this purpose as requested by CamTran. CamTran reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy CamTran that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

III-1. Statement of the Project. State in succinct terms your understanding of the project presented or the service required by this RFP.

III-2. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

III-3. Work Plan. Describe in narrative form your technical plan for accomplishing the work including how you intend to obtain insurance pricing, any specific relationships with insurance providers, any study or investigation you will need to perform with CamTran in order to understand existing policies and/or insurance coverages. Use the task descriptions in Part V of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task.

The Work Plan shall also include the categories of insurance that the Proposer is capable of obtaining for CamTran. CamTran has a number of insurance coverages and proposers may submit for all or a portion of insurance services. The Work Plan should outline the type of insurance and individual expertise in providing such coverage and risk management objectives attendant to that particular coverage proposal.

III-4. Prior Experience. Include experience in Insurance Brokerage and Consultant Services. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to should be identified and the name of the customer shown, including the name, address and telephone number of the responsible official of the customer, company or agency who may be contacted. It is critical to this proposal that you provide a list of similar municipal entities that you serve as the broker of record and the types of service that you provide to those municipal entities. For all similar municipal entities please provide the name and address of the client, the years of engagement, and a summary of savings and/or cost reductions obtained as a result of your services.

III-5. Personnel. Include the number, and names where practicable, of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the work. Include through a resume or similar document education and experience in Insurance Brokerage and Consultant Services. Indicate the responsibilities each will have in this project and how long each has been with your company. Identify subcontractors you intend to use and the services they will perform.

III-6. Training. If appropriate, indicate recommended training of CamTran personnel. Include the personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions and number and level of instructors. In certain instances, broker may be required to attend safety meetings and/or coordinate with counsel for CamTran. In the case of the proposer providing Worker's Compensation insurance policies, the proposer must be prepared to assist with all discounts for CamTran based upon safety programs and policies.

III-7. Cost of Insurance. Proposers should specifically set forth the type of insurance that it seeks to submit a proposal for record broker. The proposer should set forth a specific cost and/or estimate of the cost of insurance and the potential increases in renewal costs. Proposer should summarize its strategy for procuring such insurance policies and identify existing relationships for coverage.

III-8. Cost Submittal. The information requested in this section shall constitute your cost submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separate from the technical submittal. See II-5 for additional details.

Proposers should **not** include any assumptions in their cost submittals. If the proposer includes assumptions in its cost submittal, CamTran may reject the proposal.

Proposers should direct in writing to CamTran pursuant to Part I-9 of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of CamTran's written answer so that all proposals are submitted on the same basis.

Any costs not provided in the cost proposal will be assumed as no charge to CamTran.

The selected Proposer shall only perform work on this contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer. CamTran shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which

is on or after the Effective Date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice to Proceed and CamTran shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No CamTran employee has the authority to verbally direct the commencement of any work under this Contract.

PART IV

CRITERIA FOR SELECTION

IV-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal should be (a) timely received from a Proposer; (b) properly signed by the Proposer; and (c) formatted such that all cost data is kept separate from and not included in the Technical Submittal.

IV-2. Proposal Evaluation. Proposals will be reviewed, evaluated, and rated by an Evaluation Team of qualified personnel who will recommend for selection the firm that most closely meets the requirements of the RFP and satisfy CamTran's needs. Award will only be made to a Proposer(s) determined to be responsive and responsible in accordance with the Request for Proposal after approval by the CamTran Board of Directors.

IV-3. Evaluation Criteria. The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each proposal:

- A. Understanding the Project.** This refers to the Proposer's understanding of CamTran's needs that generated the RFP, of CamTran's objectives in asking for the services or undertaking the study and of the nature and scope of the work involved.
- B. Proposer Qualifications.** This refers to the ability of the Proposer to meet the terms of the RFP, especially the time constraint and the quality, relevancy and recency of studies and projects completed by the Proposer. This also includes the Proposer's financial ability to undertake a project of this size.
- C. Personnel Qualifications.** This refers to the competence of professional personnel who would be assigned to the job by the Proposer. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience on studies/services similar to that described in the RFP. Particular emphasis is placed on the qualifications of the project manager.
- D. Soundness of Approach.** Emphasis here is on the techniques for collecting and analyzing data, sequence and relationships of major steps and methods for managing the service/project. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP and if it appears to meet CamTran's objectives.
- E. Available Facilities.** List statewide offices. Identify the office from which the CamTran account would be serviced.
- F. Cost.** While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. CamTran reserves the right to select a proposal based upon all the factors listed above, and will not necessarily choose the firm offering the best price. CamTran will select the firm with the proposal that best meets its needs, at the sole discretion of CamTran.

- G. Commitment to Diversity.** The Proposer's demonstrated diversity and equal employment record, including: (i) recognition of the Proposer's equal employment opportunity and diversity policies, programs and initiatives; (ii) the diversity of the staff that will be substantially involved in work performed for CamTran and the firm's plan for utilizing minority and women staff in such work; (iii) the Proposer's status as a certified MBE/WBE; and (iv) the Proposer's plan for utilizing minority and women staff in partnering or joint venture arrangements proposed by the firm, if applicable.
- H. Experience.** The Proposers demonstrated experience with similar municipal entities and their history of savings and relationships with insurance coverage providers will be considered.

PART V

WORK STATEMENT

V-1. Objectives.

- A. General.** CamTran is seeking proposals from qualified firms to act as an insurance broker and consultant for services related to the types of insurance, and any other recommended insurance, set forth in Part I-5 above.
- B. Specific.** The insurance broker will provide an assessment of the market conditions that will affect the insurance placement of the listed coverages over the next few years and shall function as a member of CamTran's risk management team and provide the following specific services:
1. Gather all requisite exposure data and loss data from CamTran for use in development of and/or updating of coverage specifications.
 2. Prepare coverage specifications for CamTran's solicitor's review and approval.
 3. Negotiate with interested insurance carriers to obtain the most favorable rates and premiums available to CamTran under the existing market conditions.
 4. Submit all proposals received from insurance carriers to the CamTran Attorney, together with written recommendations which shall state in detail satisfactory to CamTran's Attorney the reasons for recommendation selection or course of action and reasons for not selecting such coverages.
 5. Act upon the selected course of action and purchase and put forth into full force and effect, with approval of CamTran's Board of Directors, and without lapse in coverage the necessary policies and coverages on behalf of CamTran and if necessary to assist in providing a smooth transition, when necessary.
 6. Monitor and update coverages and recommend additional coverages and/or insurances that may be necessary for CamTran based upon their risks (including but not limited to cyber security).
 7. Be familiar with the operations of CamTran and each Department's duties in order to formulate the type of insurance necessary to protect CamTran's interests.
 8. Meet with the CamTran Attorney and staff when necessary to review coverages and concerns.
 9. Provide insurance requirements and risk management training to CamTran personnel when necessary.
 10. Establish and maintain with CamTran personnel an updated listing of real and personal property owned or leased by CamTran and intended for coverage and to determine and update the types of coverage necessary to protect CamTran's interests.
 11. Obtain coverage for which the premiums do not include commissions, where

possible.

12. The insurance period of performance runs from December 1-November 30th.
13. The Broker must attend CamTran Board of Director's meeting if requested at no additional change.

The Work Plan shall also include the categories of insurance that the Proposer is capable of obtaining for CamTran. CamTran has a number of insurance coverages and proposers may submit for all or a portion of insurance services. The Work Plan should outline the type of insurance and individual expertise in providing such coverage and risk management objectives attendant to that particular coverage proposal.

V-2. Nature and Scope of the Project. The Contractor shall provide the available resources to effectively review and place All-Risk, Builder's Risk, Terrorism, Commercial Umbrella, Director's & Officers, Workers' Compensation, Boiler & Machinery coverage's, auto and liability, cyber, and necessary policies for all departments of CamTran. Such broker shall be familiar with CamTran's operations and ensure all appropriate policies and coverages are in place and exclusions are fully analyzed.

V-3. Requirements. All work performed by the proposer shall be done by personnel experienced in performing their assigned function. Proposer must list all persons working on this project including support staff and shall include their qualifications to do the work assigned them.

V-4. Tasks. Assign experienced staff immediately upon proposal acceptance and execution of an Agreement to assess CamTran's insurance needs and provide recommendations regarding the appropriate types of insurance for CamTran.

Conduct and provide an analysis of CamTran's real property through provided Property appraisals covered by All-Risk, Builder's Risk, Terrorism, Commercial Umbrella, Director's & Officers and Boiler & Machinery coverage's. Identify coverage to be provided under the coverages noted in Section V-1 above and develop an appropriate limits structure.

Effectively review the CamTran's current policy limits including deductibles, terms and conditions and coordinate yearly recommendations with CamTran's Legal Counsel.

Meet with CamTran's controller and legal counsel, at least within the first six months of receiving the contract award and periodically thereafter as necessary to update the Finance Committee.

Review the Property policy limits under Division I of the All-Risk and Builder's Risk. Division I assets to include: Buildings and their contents, telecommunications, etc.

Review the Property policy limits under Division II of the All-Risk and Builder's Risk.

Analyze proposals received from various insurance companies and other parties, negotiate changes for the benefit of CamTran and verify the reasonableness of the price for the coverage provided. Proposals should be reviewed with CamTran's Finance Committee with specific

recommendations.

Make recommendations to CamTran as to the most advantageous insurance program providing the highest level of coverage at the best possible price to meet CamTran's needs and objectives.

Review and process endorsements on Builder's Risk construction projects over \$5,000,000. Endorsements are expected to be provided as soon as practicable after inception or renewal of the respective contract.

Provide other insurance consultation services as it relates to any and all operations of CamTran in properly advising limits of insurance coverage for the coverages listed in Plan I-5 above, and similar cost reduction protocol.

Solicit premium quotes from various insurance companies for such existing and proposed insurances.

Establish desired coverage and continuously review the policy elements to achieve established goals. Review and comment on the financial condition and ratings of Insurance Carriers providing the coverages noted in Section V-1 above. A minimum of 5 policy quotes is preferred. However, if such quotes are not available due to market share and/or availability of providers, the winning Contractor shall provide an explanation of the number of proposers to CamTran in order to ensure full market pricing was considered.

Represent CamTran in all negotiations with insurers, underwriters and other parties with regard to the insurance program with input and status with CamTran personnel.

When instructed to do so by CamTran, administer the placement of coverage and provide original binders, policies and endorsements as required in the timetable specified by CamTran. For coverage's written, timeliness is essential and the selected broker shall agree to place coverage and issue binders prior to each policy's respective expiration.

Assure that insurance policies are placed with reputable and financially responsible insurers (based on insurance rating among other criteria), including keeping CamTran informed of any changes in rating of the insurers and making recommendations should ratings change during the policy term.

Continually evaluate the insurance program and recommend coverage changes and improvements to provide the highest level of coverage at the least possible cost to CamTran.

Oversee and coordinate all relevant services performed by insurance companies/underwriters or any service agencies arranged for insurance program related issues and concerns.

Assist CamTran in the completion of all applications, documents and gathering data which may be requested by insurance companies.

Assign an Account Manager to CamTran who will be responsible for communication with CamTran and who, along with any other team members assigned, must be available on a daily basis to CamTran for advice and consultation on insurance program related issues and concerns. At all times, the winning Proposer shall designate a specific point of contact for routine questions and emergency situations for continuous and consistent communication.

Provide such other services related to the insurance coverage as CamTran may reasonably request.

V-5. Reports and Project Control. Upon completion of their review, the proposers will present to CamTran a detailed report on the current status of all All-Risk, Builder's Risk, Terrorism, Commercial Umbrella, Director's & Officers and Boiler & Machinery coverage's policies and provide a certification letter to CamTran outlining their findings, recommendations and overview of the insurance policies.

ATTACHMENT A

BIDDER
CERTIFICATION
CHECKLIST

BIDDER CERTIFICATION CHECKLIST

This form must be completed and returned with the bid to verify that all necessary documents are included. Failure to return this form may be cause for considering your bid non-responsive.

Attachment	THIRD PARTY CONTRACT CERTIFICATIONS	BIDDER CHECK OFF	CamTran CHECK OFF
A1	Bidder/Consultant Information		
A2	Affidavit and Information Required of Bidders		
A3	Americans with Disabilities Act Compliance		
A4	Contractor Integrity		
A5	Debarment Certification		
A6	Eligible Contractors Certification		
A7	Environmental, Resource Conservation, and Energy Requirements		
A8	Non-Discrimination/Sexual Harassment Provisions		
A9	Pennsylvania Products Procurement Act Certification	N/A	N/A
A10	Disadvantaged Business Enterprise Certification		
A11	Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion		
A12	Title VI of the Civil Rights Act of 1964		
A13	Lobby Certificate		
A14	Notice of Federal Requirements		
A15	Buy America Certification	N/A	N/A
A16	Hold Harmless Agreement		

ATTACHMENT A1
BIDDER/CONSULTANT INFORMATION

The following information must be provided.

Name of Individual, Partnership or Corporation.

Mailing Address

City

State

Zip Code

Business Address(if different from Mailing Address)

City

State

Zip Code

Contact Person

Area Code & Telephone

Area Code & Fax Number

Authorized Person and Title

Signature of Authorized Person and Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL
RENDER THE BID NON-RESPONSIVE)

ATTACHMENT A2

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the bidder (if the bidder is an individual) a partner in the bid (if the bidder is a partnership) or an officer or employee of the proposing corporation (if the bidder is a corporation);
2. That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent proposing or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety or any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Name of Individual, Partnership, or Corporation

Address

Authorized Person

Signature

Title

Date

Subscribed and sworn to before this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires _____, 20____.

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL
RENDER THE BID NON-RESPONSIVE)

ATTACHMENT A3

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The undersigned agrees to comply with, and assure that any third party contractor under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC & 12101 et seq. and 49 USC & 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC & 794; Section 16 of the Federal Transit Act, as amended, 49 USC app. & 1612; and the following regulations and any amendments thereto:

- 1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- 2) U.S. DOT regulations, "Nondiscrimination on the basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- 3) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- 4) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and
- 5) Local Government Services," 28 C.F.R. Part 35;
- 6) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- 7) General Services Administration regulations, "Construction and Alteration of Public Buildings,"
- 8) "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-19;
- 9) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- 10) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- 11) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

DATE: _____ FIRM NAME: _____

BY: _____

SIGNATURE & TITLE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL
RENDER THE BID NON-RESPONSIVE)

ATTACHMENT A4

CONTRACTOR INTEGRITY (Page 1 of 3)

_____,hereinafter referred to as the Contractor,
agrees to and certifies that:

1. DEFINITIONS

- a. “Confidential information” means information that is not public knowledge, or available to the public on request, disclosure of which would have an unfair, unethical or illegal advantage to another desiring to contract with CamTran.
 - b. “Consent” means written permission signed by a duly authorized officer or employee of CamTran, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal or contractual terms, CamTran shall be deemed to have consented by virtue of execution of this agreement.
 - c. “Contractor” means the individual or entity that has entered into this agreement with the Owner, including directors, officers, partners, managers, key employees and owners of more than five percent (5%) interest.
 - d. “Financial Interest” means:
 - (1) Ownership of more than five (5%) percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - e. “Gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans., subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth of Pennsylvania and/or CamTran.
3. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.

4. The Contractor shall not, in connection with this or any other agreement with CamTran directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of CamTran.
5. The Contractor shall not, in connection with this or any other agreement with CamTran, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of CamTran.
6. Except with the consent of CamTran, neither the Contractor nor anyone in privity with the Contractor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
7. Except with the consent of CamTran, the Contractor shall not have a financial interest in any other contractor, subcontractor or supplier providing services, labor or material on this project.
8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify CamTran in writing.
9. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that the Contractor has not violated any of these provisions.
10. The Contractor shall, upon request of the Office of State Inspector General or County Controller, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the Contractor of, concerning, and referring to this agreement with CamTran or which are otherwise relevant to the enforcement of these provisions.
11. For violation of any of the above provisions, CamTran may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim liquidated damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with CamTran. These rights and remedies are in addition to those that CamTran may have under law, statute, regulations or otherwise.

12. The Contractor is not currently and/or has not been debarred or suspended from doing business with the Commonwealth of Pennsylvania, the Federal Government, or CamTran except in the following instances:

(if None write NONE)

- 1.
- 2.

CONTRACTOR

BY: _____

WITNESS:

State of _____ County of _____

Sworn and subscribed to before me this date _____ of _____, 20

Notary Public: _____

My Commission Expires: _____

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL
RENDER THE BID NON-RESPONSIVE)

ATTACHMENT A5

DEBARMENT CERTIFICATION

The bidder hereby certifies to the best of its knowledge and belief that its principals, and its subcontractors,:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Commonwealth of Pennsylvania or any governmental entity, instrumentality, or authority.
- 2) Have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for 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; violation of Federal or State antitrust or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3) Are 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 enumerated in paragraph (2) of this certification; and
- 4) Have not within the preceding three-year period had one or more public transactions (Federal, State or local) terminated for cause or default.

THE BIDDER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL RENDER THE BID NON-RESPONSIVE)

ATTACHMENT A6

ELIGIBLE CONTRACTORS CERTIFICATION

The _____
Name of third-party Contractor

hereby certifies that it **is / is not** included on the U.S. Comptroller General's Consolidated List
(circle one)

of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating
Labor Standards Provisions.

Company

Address

Authorized Person

Signature

Title

Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL
RENDER THE BID NON-RESPONSIVE)

ATTACHMENT A7

ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS

The undersigned recognizes that many Federal and State statutes imposing environmental, resource conservation, and energy requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, 42 USC §§ 4331 et seq.; the Clean Air Act, as amended, 42 USC §§ 7401 et seq. and scattered sections of 29 USC; the Clean Water Act, as amended, scattered sections of 33 and 12 USC; the Resource Conservation and Recovery Act, as amended, 42 USC §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§ 9601 et seq.

The undersigned also recognizes that the Environmental Protection Agency (EPA), the Federal Highway Administration (FHWA), and other agencies of the Federal Government have issued and are expected in the future to issue requirements in the forms of regulations, guidelines, standards, orders, or other directives that may affect the Project.

Accordingly, the undersigned agrees to adhere to, and impose on its subcontractors, any such Federal requirements, as the Government may now or in the future promulgate. Listed below are the requirements of particular concern to the FTA. The undersigned expressly understands that this list does not constitute his or hers entire obligation to meet Federal requirements.

1. Environmental Protection. To the extent applicable, compliance with the requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; Section 14 of the Federal Transit Act, as amended, 49 USC app. §§ 1610; the Council on Environmental Quality regulations, 40 C.F.R. Part 1500 et seq.; and the joint FHWA/FTA regulations “Environmental Impact and Related Procedures,” at 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
2. Air Pollution. Compliance with the joint FHWA/FTA regulations, “Air Quality Conformity and Priority Procedures for Use in Federal-Aid Highway and Transit Projects” 49 C.F.R. Part 623. This includes satisfactory assurances that any facilities or equipment acquired, constructed, or improved as a part of the Project are or will be designed and equipped to limit air pollution as provided in accordance with the following EPA regulations: “Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines,” 40 C.F.R. Part 85; “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures,” 40 C.F.R. Part 86; and “Fuel Economy of Motor Vehicles,” 40 C.F.R. Part 600; in accordance with applicable Federally-approved State Implementation Plan(s) (in particular, the Transportation Control Measures); and in accordance with applicable Federal regulations, directives and other standards.

3. Energy Conservation. The undersigned and its third party contractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 et seq.

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL RENDER THE BID NON-RESPONSIVE)

ATTACHMENT A8

NONDISCRIMINATION/SEXUAL HARASSMENT PROVISIONS

The Contractor agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the contract.
- c. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- d. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

g. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

h. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Wherever herein above the work Contractor is used it shall also include the work Engineer, Consultant, Researcher or other Contracting Party as may be appropriate.

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL RENDER THE BID NON-RESPONSIVE)

ATTACHMENT A9

PENNSYLVANIA STEEL PRODUCTS PROCUREMENT ACT CERTIFICATION

_____ hereby certifies
(Bidder)

that it complies with the Steel Products Procurement Act, Act No. 3 of 1978, March 3, P.L. 6,
as amended by Act No. 144 of 1984, July 9 (73 P.S. Section 1871 et seq.).

Name of Individual, Partnership or Corporation

Address

Name of Authorized Person

Signature

Date

Title of Authorized Person

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL
RENDER THE BID NON-RESPONSIVE)

ATTACHMENT A10

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

Disadvantaged Business Enterprises

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal **has not** been established for this procurement.
2. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 CamTran deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
3. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
4. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from CamTran. In addition, the contractor may not hold retainage from its subcontractors
5. The contractor must promptly notify CamTran, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CamTran.

SIGNATURE: _____

FIRM NAME: _____

TITLE: _____

DATE: _____

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL
RENDER THE BID NON-RESPONSIVE)

ATTACHMENT A11

**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (potential sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract),

(Name of Firm)_____

certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract),

(Name of Firm)_____

is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (potential sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract),

(Name of Firm)_____

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the:

(Name of Firm)_____

hereby certifies that the

(Name of Firm)_____

has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney and Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL
RENDER THE BID NON-RESPONSIVE)

ATTACHMENT A12

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The undersigned agrees to comply with, and assure the compliance by its third party contractors and subcontractors under this project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 USC & 2000d; U.S. DOT regulations, “nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21.

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL RENDER THE BID NON-RESPONSIVE)

ATTACHMENT A13

LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Req. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans and cooperative agreements) and that all subrecipients 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 section 1352, Title 31, U.S. Code. 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.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A3801, *et. seq.*, apply to this certification and disclosure, if any.

DATE: _____ FIRM NAME: _____

BY: _____
SIGNATURE TITLE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL
RENDER THE BID NON-RESPONSIVE)

ATTACHMENT A14

NOTICE OF FEDERAL REQUIREMENTS

The undersigned understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The undersigned agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by express language in Part I of the Federal Transit Administration Agreement, or a letter signed by the Federal Transit Administrator the language of which modifies or otherwise conditions the text of a particular provision of Part II of the Federal Transit Administration Agreement. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the undersigned agrees to include in all sub assistance agreements and third party contracts financed with Government (FTA) assistance specific notice that Federal requirements may change and the changed limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL
RENDER THE BID NON-RESPONSIVE)

ATTACHMENT A15

BUY AMERICA PROVISION

This procurement is subject to the Urban Mass Transportation Buy America Requirement in 49 CFR 661.

A Buy America Certificate must be completed and submitted with the bid. A bid which does not include the certificate will be considered non-responsive.

A waiver from the Buy America Provision may be sought by the Purchaser if grounds for a waiver exist.

Section 165A of the Surface Transportation Act of 1982 permits FTA participation in this contract only if steel or manufactured products used in the contract are produced in the United States.

BUY AMERICA CERTIFICATE

The Bidder hereby certifies that it will comply with the requirements of Section 165A of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR 661.

DATE: _____

SIGNATURE: _____

TITLE: _____

(OR)

The Bidder hereby certifies that it cannot comply with the requirements of Section 165A of the Surface Transportation Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165B of the Surface Transportation Assistance Act and regulations in 49 CFR 661.7.

DATE: _____

SIGNATURE: _____

TITLE: _____

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL RENDER THE BID NON-RESPONSIVE)

ATTACHMENT A16

HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENT, THAT _____
hereinafter called CONTRACTOR, has entered or will enter into an Agreement with CamTran
hereinafter called the OWNER for

INSURANCE BROKER SERVICES

NOW, THEREFORE, in consideration of the award of said Contract to the CONTRACTOR, as well as other good and valuable consideration, CONTRACTOR, intending to be legally bound hereby, agrees to indemnify and save harmless the OWNER, from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense; (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (real or personal) including loss of use resulting therefrom; and (b) is also caused in whole or in part by any act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claim, damage, loss or expense is caused in part by any of the named parties above.

In any and all claims against any of the named parties above, or any of their agents or employee of the CONTRACTOR or any subcontractor or anyone directly or indirectly employed by any of them or any one for whose acts any one or more of them may be liable, the indemnification obligation of the CONTRACTOR hereunder shall not be limited in any way by any limits on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under the Workmen's Compensation Act, or any disability benefit acts or any other employee benefit act of the Commonwealth of Pennsylvania or any other state.

CONTRACTOR

By _____
(Signature)

By _____
(Signature)

Attest: _____

Date _____

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL
RENDER THE BID NON-RESPONSIVE)

ATTACHMENT B

CERTIFICATION
OF
QUALIFICATIONS

Cambria County Transit Authority (CamTran)

CERTIFICATION OF QUALIFICATIONS

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to CamTran in accordance with the Request for Proposals (RFP), dated September 15, 2017 and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that CamTran is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that CamTran reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received CamTran.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposals, dated September 15, 2017.
5. The proposal shall be valid for 120 days from September 15, 2017.

Name of Firm: _____

By: _____

Type Name: _____
(Authorized Signature)

Title: _____