

11/14/17



CamTran, Johnstown, PA is soliciting price proposals from qualified vendors for a “total requirements” contract to provide Natural Gas Services for CNG for its Johnstown and Ebensburg, PA locations and welcomes you or your business to submit a bid for the same. If interested, please review the attached information and proposal submittal procedures required by CamTran for consideration of you or your business to perform this request.

INVITATION FOR BID (IFB)

**FOR
Natural Gas Services-Johnstown/Ebensburg, PA**

**Issued by:
Cambria County Transit Authority
502 Maple Avenue
Johnstown, PA 15901
Telephone: 814-535-5526 ext. 222
Fax: 814-536-5951
E-mail: tsylvia@camtranbus.com**

Friday, November 17, 2017	Invitation for Bid Released
Monday, November 27, 2017	Request for questions and clarifications due to CamTran by 10 a.m.
Thursday, November 30, 2017	Answers to questions and clarifications released by CamTran
Thursday, December 14, 2017	Proposals Due by 3 p.m. prevailing time
Thursday, December 21, 2017	Anticipated issuance of award and Notice to Proceed

TABLE OF CONTENTS

PAGE

Cambria County Transit Authority (CamTran) Overview..... 3
Intention of Proposal..... 4
Natural Gas Services (CNG)..... 4
1.1 Description of Bid..... 4
1.2 Scope of Work..... 5
1.3 Contractual Arrangement..... 6
1.4 Damages..... 6
1.5 Requests for Questions and Clarifications..... 7
1.6 Acceptance of Bid and Terms..... 7
1.7 References..... 7
2.1 Cancellation or Postponement of Bids..... 7
2.2 Late Bids..... 7
2.3 Taxes..... 8
2.4 Bid Sheet and Required Certifications..... 8
2.5 Required Contract Provisions..... 8
2.6 Insurance..... 8
2.7 Pennsylvania Open Record Clause..... 8
2.8 Contractor Liability for Personal Injury, etc..... 8

Summary of Items to be Supplied with Bid..... 9

Attachment 1- Price Proposal..... 10
Attachment 2- Proposer’s Requests, Questions and Clarification Form.... 11
Attachment 3- Clauses & Certifications..... 13

- Non-Collusion Affidavit
- Certification of Lower-Tier Participants
- Disadvantaged Business Enterprise Certification
- Commonwealth Non-Discrimination
- Debarment Certification
- Americans with Disabilities Act (ADA) Compliance
- Title VI of the Civil Rights Act of 1964
- Lobbying Certificate
- Notice of Federal Requirements
- Environmental, Resource Conservation, and Energy Requirements
- Bidder Information
- Federal Third Party Contract Provisions

Cambria County Transit Authority (CamTran)-Overview

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 64 revenue 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.

CamTran's goal is to reduce its energy costs while maintaining the highest possible degree of reliability in its natural gas supply to ensure that its buses can be fueled and operated every day of the year. The period of performance for this initial contract will be one year (**January 1, 2018 through December 31, 2018**). CamTran reserves the sole and exclusive right to extend the contract on a year-to-year basis for up to 4 additional calendar years (through December 2022), based on its annual evaluation of service provided during the previous contract year. The transit agency may terminate this contract and find alternative fueling transport in the event the proposer fails to deliver gas, at a pressure and quality, to meet CamTran's needs and their obligations under its Agreement with the Department of Transportation. Such termination may occur after fifteen (15) days' written notice of deficiency and the failure to correct such deficiency within the time frame established in such notice.

The transit agency, at its option, may permit the proposer to correct the breach of this agreement within a longer period, without waiver of any rights, if such allowance appears to be in the best interest of CamTran.

CamTran may also terminate this contract with ninety (90) days' notice, at any time during the term of this Agreement, in the event that compressed natural gas is no longer used by the agency, the Agreement with the Pennsylvania Department of Transportation is terminated or in the event

that an alternative source for the fuel that is more efficient and cost effective is procured by the transit agency.

Intention of Bid Proposal

CamTran is requesting pricing for natural gas for CNG use. The two delivery locations are CamTran's Ebensburg, PA and Johnstown, PA locations.

All quotes must be on the form enclosed (Page 10). In addition, failure to provide completed forms (attachments) will deem your quote invalid and non-responsive.

CamTran will receive sealed bids at its office located at 502 Maple Avenue, Johnstown, PA 15901 until **3 p.m., prevailing time, on Thursday, December 14, 2017**, at which time bids will be opened. Upon initial review the proposal will be reviewed and opened publicly; official award is subject to the discretion of the CamTran Board of Directors.

All bids and contracts are subject to all applicable state and federal laws and to a financial assistance contract between CamTran, the U.S. Department of Transportation, Federal Transit Administration and the Pennsylvania Department of Transportation. Any bidder whose name appears on the Controller General's list of ineligible contractors for federal financial projects is not eligible to bid. Bid documents are available at CamTran's office located at 502 Maple Ave. Johnstown, PA 15901 or by contacting Anne Covalt at (814) 535-5526 ext. 222 or acovalt@camtranbus.com or this will also be available on the CamTran website at www.camtranbus.com.

All submitted hard copy proposals must be clearly marked on the outside bearing the name and address of the bidder and marked "Natural Gas." Faxed or e-mailed bids will not be accepted. CamTran solicits and encourages Disadvantaged Business Enterprise (DBE) participation. DBE's shall be afforded full consideration of their response and will not be subject to discrimination. Successful bidders are required to comply with all applicable Equal Employment Opportunity and Non-Discrimination laws and regulations. CamTran reserves the right to reject any and all bids and to award the contract as it deems to be in its best interests. CamTran provides equal opportunity in employment, service and contractual agreements.

1.1 Description of Bid-Natural Gas

a. CamTran desires a firm "basis" price per McF of natural gas brought to the local utility company's city gate for the twelve month period from **January 1, 2018 through December 31, 2018**. Because the price of gas will vary on any given day as the NYMEX price for Henry Hub gas rises and falls, each proposer must furnish only the "basis", to be added to the price of gas as it is purchased, as specified below. For purposes of comparison, the proposed "basis" should assume use of an aggregation pool, incremental purchases of gas per b) below, and a total requirements contract, so that all proposals can be evaluated on a consistent basis in terms of price, separate from the fluctuating price of gas itself.

b. For the contract time frame, CamTran will purchase NYMEX contracts for natural gas through the selected vendor when it determines that commodity pricing is favorable. CamTran reserves the sole and exclusive right to purchase Henry Hub gas in a twelve-month “strip” at the beginning of the contract year, or to purchase single-month, multiple-month or partial month gas contracts throughout the contract period. Proposers must specify whether the “basis” price or any other costs or provisions of the proposal are subject to change if purchases are made in such variable increments.

1.2 Scope of Work

CamTran is requesting proposals from firms to supply natural gas for CamTran’s fleet of CNG-powered buses and other entities as deemed appropriate. Natural Gas is delivered to the following two CamTran’s facilities:

- **502 Maple Avenue, Johnstown, PA 15901**
- **1226 N. Center Street, Ebensburg, PA 15931**

CamTran has only recently been using CNG to power its vehicle in Johnstown. CNG vehicles have been utilized in Ebensburg since October 2016. Therefore, there is a limited volume of consumption data available.

Following is the actual consumption for the Johnstown and Ebensburg locations:

Month/Year	Johnstown	Ebensburg
October 2016		986.13
November-2016		1,300.54
December-2016		914.57
January-2017		970.44
February		1,016.87
March		1,220.97
April		1,957.05
May		2,504.90
June		2,278.16
July		1,617.38
August	1,816.31	1,902.53
September	2,365.48	1,929.57

In order to provide additional data for the **Johnstown location only**, following are the estimated volumes in McF by calendar year: 2018-37842; 2019-48760; 2020-48993; 2021-49238. CamTran estimates somewhat lower usage during December and January and the summer months primarily due to seasonal reductions in bus service during those months. CamTran can in no way guarantee the amount of gas it will use in any given month.

CamTran will contract with an independent gas supplier for a fixed-price supply of “transportation” gas. The period of performance for this initial contract will be **January 1, 2018 through December 31, 2018**. CamTran reserves the sole and exclusive right to extend the contract on a year-to-year basis for up to 4 additional calendar years (through 2022), based on its annual evaluation of service provided during the previous contract year.

CamTran seeks a firm who can supply natural gas at an advantageous price, develop a purchasing and management plan to eliminate uncertainty in CamTran’s energy prices and supply, guarantee availability of all gas required by CamTran for its bus operations and provide all services necessary to secure and maintain sound relationships with all affected parties. Each proposer should offer its best approach and available alternatives in terms of both service and pricing for a “total requirements” package which assures reliable delivery of CamTran’s full gas requirements for bus operations. The selected vendor must assume full responsibility for guaranteed delivery of required volumes at all times, including any periods during which supply is curtailed or restricted in any way by the local utility company or any other entity, when the amount of gas required by CamTran differs from the anticipated volume for a given month, or for any other reason. The proposal must provide for primary gas supply. While CamTran prefers participation in an aggregation pool, alternatives will be considered if their advantages can be demonstrated.

The selected vendor must assume full responsibility for all components of guaranteed price including, but not limited to, interstate pipeline charges, balancing/standby charges and penalties and for full management and coordination of nominations or other information/communication required by the local utility, intrastate pipelines and producers.

Proposers shall submit only the basis price proposed for the initial contract year **January 1, 2018 through December 31, 2018**. Gas will then be purchased at the NYMEX settlement price for Henry Hub gas as CamTran places orders over the contract year. This will allow CamTran to compare costs submitted by each proposer separately from the price of gas itself, which will not be known until orders to purchase gas are placed. CamTran reserves the right to purchase gas through the selected vendor for the entire contract period at one time (12 months beyond that), for single-month or smaller multiple-month periods, or for partial months based on CamTran’s evaluation of futures market prices at any given time. The selected vendor will be required to sign a contract that guarantees a fixed basis price per McF for the contract year, and to provide performance guarantees, such as a guarantee from a parent company whose assets exceed the total dollar value of the agreement.

1.3 Contractual Arrangement

Upon award, the terms of this Invitation for Bid (IFB) will be considered the binding contract between both parties. Such contract shall be binding on the parties, their successor or assigns.

1.4 Damages

Failure to meet the terms and conditions of the contract at the bid price shall be grounds for CamTran to render the contract null and void and/or to seek damages for any additional costs that CamTran incurs.

1.5 Requests for Questions and Clarifications

Written comments, questions and/or requests for clarifications will be accepted by CamTran. All written comments, questions and/or requests for clarifications must be submitted to CamTran, Attn: Tom Sylvia by **Monday, November 27, 2017 by 10 a.m.** Refer to Attachment 2 of this IFB for the specific form needed to submit questions and/or requests for clarifications. All comments, questions and/or requests for clarifications received by the stated date will be addressed via addendum (s) and a response will be issued by CamTran.

All interested proposers registered as receiving the IFB shall receive a written addendum response from CamTran of all pertinent clarifications, comments, questions received and answered via e-mail, to be issued by the close of business on **Thursday, November 30, 2017.** CamTran welcomes questions and technical recommendations. All completed Attachment 2 forms must be submitted via email to tsylvia@camtranbus.com or via fax to (814) 536-5951 by the defined dates/times above.

1.6 Acceptance of Bid and Terms

CamTran reserves the right to accept or reject any or all bids as it deems to be in its best interests. With this understanding, it is CamTran's intent to award the bid or contract to the lowest, responsive bidder with consideration for price, terms of payment and qualifications as evidenced by references submitted as part of the bid. Discounts, if provided in the bid, will be taken into consideration in the award to the extent that they reduce CamTran's overall costs of operation. CamTran reserves the right to accept or reject the Alternate bids in its best interest.

1.7 References

All bidders shall submit a list of at least three references including company name, company address and contact person and phone number. The bidder shall have had related experience with the references providing the product bid. References that have had a variable price contract and are in the public transit or other transportation industry are preferred.

2.1 Cancellation or Postponement of Bids

In the event the market or other conditions would so dictate, CamTran reserves the right to cancel or postpone the bid. If either occurs, CamTran will notify interested parties prior to the bid opening. Any bids received will not be opened, but returned to the respective bidder.

2.2 Late Bids

Bid opening is scheduled for **3 p.m., prevailing time, Thursday, December 14, 2017.** Bids received after that time will be deemed "NON-RESPONSIVE" and returned unopened to the respective bidder.

2.3 Taxes

CamTran is exempt from state and federal taxes. Proper exemptions will be provided to the successful bidder if requested.

2.4 Bid Sheet and Required Certifications

All Bids shall be submitted on the forms provided. Only one copy is needed, no duplicates are required. The required certifications as listed in the ***SUMMARY OF ITEMS TO BE SUPPLIED WITH BID*** sheet must be completed and submitted with the bid proposal.

2.5 Required Contract Provisions

All bidders must comply with Federal Third Party Contract Provisions as attached.

2.6 Insurance

The Contractor and its subcontractors shall provide Worker's Compensation Insurance and Automobile/Truck Liability Insurance that complies with the requirements and statutes of the Commonwealth of Pennsylvania. The insurance provided by the carrier shall adequately protect CamTran during the transport, delivery and dispensing of fuel.

2.7 Pennsylvania Open Record Clause

In Compliance with Pennsylvania's Right to Know Law, all information within this proposal/bid, including financial information of a bidder/proposer may be provided as a public record, if appropriate pursuant to the discretion of the CamTran Open Records Officer, after a bid is awarded.

2.8 Contractor Liability for Personal Injury and/or Property Damage

- (a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- (b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.
- (c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(d) CamTran shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and CamTran shall be indemnified and saved harmless against claims for damage or injury in such cases.

SUMMARY OF ITEMS TO BE SUPPLIED WITH BID

The following items are to be furnished by the bidder as part of the bid. Failure to submit any of these items may lead to disqualification of the bid.

- Price Proposal (Attachment 1)
- Completed Non-collusion affidavit.
- Completed Lower-Tier Participants Certification form.
- Completed DBE Certification form.
- Completed Commonwealth Non-Discrimination Clause form.
- Completed Debarment Certification form.
- Completed ADA Compliance Certification form.
- Completed Title VI (Civil Rights) Certification form.
- Completed Lobbying Certification form.
- Completed Notice of Federal Requirements form.
- Environmental, Resource Conservation and Energy Requirements.
- Bidder Information Sheet.

Attachment 1 – Price Proposal

Complete the following information:

Note: One original of this form to be submitted with the proposal package.

Natural Gas Services

- Year #1 \$ _____ (per McF)
- Year #2 \$ _____ (per McF) (Option year #1)
- Year #3 \$ _____ (per McF) (Option year #2)
- Year #4 \$ _____ (per McF) (Option year #3)
- Year #5 \$ _____ (per McF) (Option year #4)

DATED: _____
_____ Company Name

BY: _____
Printed Name Title

Signature

Address (Street, City, State, Zip)

Telephone (Area Code and Phone Number) Email

This fully executed Price Proposal Form with additional attachments will constitute an Agreement between the proposer and the Cambria County Transit Authority.

Attachment 2
PROPOSER'S REQUESTS, QUESTIONS AND CLARIFICATIONS FORM

PROPOSER'S REQUESTS, QUESTIONS, AND CLARIFICATIONS FORM

CamTran-Natural Gas

All requests, questions and clarifications must be submitted in writing and received on or before Monday, November 27, 2017. Proposers shall use the following form:

Name of Company/Individual: _____

Nature of Company (partnership, corporation, etc.): _____

Contact Person: _____

Phone #: _____ FAX #: _____ E-mail: _____

Company's Mailing Address: _____

REQUESTS/COMMENTS/QUESTIONS/CLARIFICATIONS (attach additional sheets as necessary):

I certify that neither I, nor my company, are on the Comptroller General's list of ineligible bidders; and that we have not been prohibited from doing business with the Commonwealth of Pennsylvania or its agencies/subdivisions.

Owner/Partner/Officer Date

**SUBMIT THIS COMPLETED FORM BY Monday, November 27, 2017 TO:
FAX (814) 536-5951 OR tsylvia@camtranbus.com**

Attachment 3- Clauses & Certifications (Required)

NON-COLLUSION AFFIDAVIT

It is hereby certified that the undersigned is the only person(s) interested in this bid as principal, and that the bid is made without collusion with any person, firm, or corporation.

NAME OF INDIVIDUAL, PARTNERSHIP, OR CORPORATION

ADDRESS

AUTHORIZED PERSON

SIGNATURE

TITLE

DATE

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

**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 BID, 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 BID.)

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)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

(1) Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

(2) DBE Obligation. The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall ensure that all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged and women business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age, sex, handicap or disability in the award and performance of DOT-assisted contracts.

Failure to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

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

COMMONWEALTH NON-DISCRIMINATION CLAUSE

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex, handicap or disability.

Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex, handicap, or disability. Such affirmative action shall include, but is not 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.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

2. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color religious creed, ancestry, national origin, age, sex, handicap or disability.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Contractor has delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contractor Compliance Regulations issued by Pennsylvania Human Relations Commission, or this non-discrimination clause. Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.

6. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to PA Code Chapter 49.35 of these Regulations. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.
8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
9. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
10. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.
11. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

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

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

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

DEBARMENT CERTIFICATION

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

- 1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by the Commonwealth of Pennsylvania, the Federal Government or other states.
- 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.

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

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

AMERICANS WITH DISABILITIES (ADA) 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 Local Government Services," 28 C.F.R. Part 35;
- 5) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- 6) General Services Administration regulations, "Construction and Alteration of Public Buildings,"
"Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-19;
- 7) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- 8) 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
- 9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

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

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.

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

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

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.
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 sub recipients shall certify and disclose accordingly.

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

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

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

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.

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

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

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.

a. 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.

b. 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.

c. 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.

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

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

BIDDER INFORMATION

The following information must be provided.

Name of Individual, Partnership, or Corporation.

Mailing Address

City	State	Zip Code
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Business Address(if different from Mailing Address)

City	State	Zip Code
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Contact Person

Area Code & Telephone

Area Code & Fax Number

e-mail address	Business webpage address
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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)

FEDERAL THIRD PARTY CONTRACT PROVISIONS

The following clauses are part of this and all contracts.

1. Notice of Federal Requirements

This procurement is subject to a financial assistance contract between the Federal Transit Administration (FTA) and CamTran. The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed herein, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, 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 CamTran requests which would cause CamTran to be in violation of the FTA terms and conditions.

2. No Government Obligation to Third Parties

- a. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Governmental in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the 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.

3. Civil Rights

- a. Equal Employment Opportunity – The Contractor agrees to comply with all applicable EEO requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 CFR, Parts 60 et. seq., which implement Executive Order No. 11246, "EEO", as amended by Executive Order 11375 Relating to EEO, 42 U.S.C. Section 2000 (e), and any Federal statutes, executive orders, regulations and Federal policies pertaining to construction undertaken as part of this project.

The contractor shall take affirmative actions to ensure that applicants employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions 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."

1. Nondiscrimination on the Basis of Sex – The Contractor agrees, to the extent applicable, to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C., Section 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex and any Federal requirements that may be promulgated.

2. Nondiscrimination on the Basis of Age – The Contractor agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C., Section 6101 through 6107, and implementing regulations, which prohibits discrimination on the basis of age.

b. Disadvantaged Business Enterprise (DBE)

(1) Policy - It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26, as amended, apply to this agreement.

(2) DBE Obligation - The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted contracts.

Where the contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, CamTran may declare the contractor non-compliant and in breach of contract.

The contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with CamTran's DBE Program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of CamTran and will be submitted to CamTran upon request.

CamTran will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their program for DBE participation.

(3) DBE Non-Discrimination - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract or agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of the contract or agreement, which may result in the termination of this contract or agreement or such other remedy as CamTran deems appropriate.

(4) Prompt Payment Clause - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from CamTran. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar 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 CamTran. This clause applies to both DBE and non-DBE subcontractors.

If the prime contractor seeks a delay or postponement of payments to its subcontractor(s), in accordance with the above requirement, it must first submit its request in writing to, and receive written approval from, CamTran. The request for delay or postponement must list the reason or reasons for the request in sufficient detail as to permit CamTran to make a determination. The decision to allow a delay or postponement shall rest solely and exclusively with CamTran.

Absent written approval from CamTran for a delay or postponement, and upon receipt by CamTran of written notification from the subcontractor that the requirements for prompt payment have not been met, CamTran may withhold reimbursement from future prime contractor invoices for amounts due to subcontractors for satisfactory work unless and until the prime contractor takes corrective action by paying its subcontractors any past due amounts promptly in accordance with this requirement and also assuring, in writing, that future payments will be so made. Any prime contractor who does not take such corrective action when required to do so will not be permitted to bid on future projects that involve subcontractors unless and until a written assurance of compliance with the prompt payment provisions is provided to CamTran. CamTran reserves the right to determine that a prime contractor who has not met the prompt payment provisions is not a responsible bidder for future contracts.

c. Title VI of the Civil Rights Act of 1964

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, account, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions.

Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the

Recipient, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provision: The Contractor shall include the provisions of paragraph (1) through (6) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issues pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided however, that in the event a Contractor becomes involved in, or is treated with, litigation with a Subcontractor or Supplier as a result of such direction, the Contractor may request the Recipient, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

d. Access Requirements for Individuals with Disabilities

CamTran agrees to comply with, and assure that any subrecipient, or third party contractor under the 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 ap. 1612; and the following regulations and any amendments thereto:

- (1) U.S. DOT Regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR 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 CFR Pat 27;
- (3) U.S. DOT Regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
- (4) Department of Justice (DOJ) Regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 36;
- (5) DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (6) General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 CFR Part 101-19;
- (7) (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630; Equal Employment Opportunity Commission;

(8) Federal Communications Commission Regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and

(9) FTA Regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR part 609.

4. Commonwealth of Pennsylvania Non-Discrimination Clause - CamTran is a contract recipient of funds from the Commonwealth of Pennsylvania. As a condition for the receipt of the funds, CamTran must certify its compliance with the Non-Discrimination Clause and CamTran must require all subcontractors certify their compliance with the Non-Discrimination Clause.

5. Termination (For contracts of \$10,000 or greater)

a. Termination for Convenience (General Provision): CamTran may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CamTran to be paid the Contractor. If the Contractor has any property in its possession belonging to CamTran, the Contractor will account for the same, and dispose of it in the manner CamTran directs.

b. Termination for Default (Breach or Cause) (General Provision): 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, CamTran 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 CamTran 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 are beyond the control of the Contractor, CamTran, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision): CamTran in its sole discretion may, in the case of a termination for breach or default, allow the Contractor (an appropriately short period of time) 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 Contractor fails to remedy to CamTran's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from CamTran setting forth the nature of said breach or default, CamTran shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude CamTran from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach: In the event that CamTran elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CamTran shall not limit CamTran's remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

- e. Termination for Convenience (Professional or Transit Service Contracts): CamTran, by written notice, may terminate this contract, in whole or part, when it is in the Government's interest. If this contract is terminated, CamTran shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Convenience of Default (Cost-Type Contracts): CamTran may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of CamTran or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from CamTran, or property supplied to the Contractor by CamTran. If the termination is for default, CamTran may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CamTran and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for convenience of CamTran, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, CamTran determines that the Contractor has an excusable reason for not performing, such as a strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, CamTran, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

6. Breaches and Dispute Resolution (Relevant to Contracts in Excess of \$100,000)

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. CamTran may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Disputes - Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CamTran. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Board of Directors. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Board of Directors shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by CamTran, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or any of his employees, agents or others for those acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between CamTran and the Contractor arising out of or relating to this agreement

or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Cambria County in the Commonwealth of Pennsylvania.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by CamTran or its representative shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7. Lobbying (For Contracts of \$100,000 or Greater) - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to CamTran.
8. Interest of Members of Congress - "No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom."
9. Interest of Public Officials: "No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."
10. Debarred Bidders - "Neither Contractor nor any officer or controlling interest holder of Contractor is currently, or has been previously, on any debarred bidders list maintained by the U.S. Government."
11. Cargo Preference - Pursuant to 46 CFR Part 381, the following clauses are in effect for any contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the contract:

The Contractor agrees:

- a. To utilize privately owned United States flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
- b. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to the Recipient (through the prime Contractor in the case of Subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh St. S.W., Washington, D.C. 20590, marked with appropriate identification of the Project.
- c. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

12. Buy American Procurements of \$100,000 or more for Iron, Steel or Manufactured Products and Rolling Stock (Service Type Contracts are Exempt) - Procurements of \$100,000 or more are subject to the Federal Transit Administration (FTA) Buy American Requirements in 49 CFR 661. A Buy American Certificate must be completed and submitted with a bid. A bid which does not include the certificate will be considered non-responsive. A waiver from the Buy American Provision may be sought by CamTran if grounds for a waiver exist. The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that Federal Funds may not be obligated unless steel, iron and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.
13. Debarment and Suspension (Integrity Certification - Contracts of \$100,000) - Federal Regulations prohibit CamTran from entering into contracts in excess of \$100,000 for goods and services from contractors that have been suspended or debarred from receiving Federally-assisted contracts. CamTran imposes this same regulation upon contractors to require that their subcontractors (in excess of \$100,000) not be suspended or debarred.

Contractors with contracts in excess of \$100,000 and their subcontractors with contracts in excess of \$100,000 shall each certify that they are not debarred or suspended from receiving federally-assisted contracts. It is the Contractor's responsibility to submit the certifications of any of its subcontractors who meet the \$100,000 threshold. The Contractor and subcontractors shall each submit both of the certificates included in the bid document.

- a. Certification Regarding Debarment, Suspension and Other Responsibility Matters - Lower Tier Covered Transactions (Third Party Contracts over \$100,000).

Instructions for Certification

- (1) By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, CamTran may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to CamTran if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarment," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier cover transaction," "principal," "proposal," and "voluntary excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact CamTran for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by CamTran.

- (6) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
- (8) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, CamTran may pursue available remedies including suspension and/or debarment.

b. "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" (or defined at 49 CFR 29.105(p)) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

15. Environmental Requirements

CamTran 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 4321 et seq.; the Clean Air Act, as amended, scattered sections 33 and 12 USC; the Resource Conservation and Recovery Act, as amended, 45 USC 6901 et seq.' and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC 9601, et seq.. CamTran 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 form of regulations, guidelines, standards, orders or other directives that may affect the Project.

Accordingly, CamTran agrees to adhere to, and impose on its sub-recipients, any such Federal requirements, as the Government may now or in the future promulgate. Listed below are

requirements of particular concern to the FTA. CamTran expressly understands that this list does not constitute CamTran's entire obligation to meet Federal requirements.

- a. Environmental Protection - To the extent applicable, the Contractor agrees to comply with the requirements of the National Environmental Policy Act of 1969, as amended, 42, USC 4321 et seq.; Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. 4321 note; FTA statutory requirements at 49 U.S.C. 5324(b); U.S. Council on Environmental Quality regulations, pertaining to compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 CFR Part 771 and 49 CFR Part 622, and when promulgated, joint FHWA/FTA regulations, "NEPA and Related Procedures for Transportation Decision making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 1420 and 49 C.F.R. Part 623.
- b. Air Quality - The Contractor agrees to comply with all applicable regulations, standards, orders, and requirements implementing the Clean Air Act, as amended, 42 U.S.C. 7401 et. seq. In addition: (1) The Contractor agrees to comply with the applicable requirements of the U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act, 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans", 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation or control measure incorporated in the Project. The Contractor further agrees that any Project identified in an applicable State Implementation Plan as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the State Implementation Plan. (2)The Contractor agrees to comply with the following U.S. EPA regulations to the extent they are applicable to the Project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 CFR Part 85; and "Control Air Pollution from New and In-Use Motor Vehicles and New And In-Use Vehicle Engines: Certification and Test Procedures," 40 CFR Part 86; and "Fuel Economy of Motor Vehicles," 40 CFR Part 600. (3) The Contractor agrees to comply with the notification of violating facility requirements of Executive Order No.11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. 7606 note.
- c. Use of Public Land - No publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State or local significance as determined by the Federal, State or local officials having jurisdiction thereof, or any land from an historic site of national, State, or local significance may be used for the Project unless specific findings required by 49 USC 303 are made by the US DOT.
- d. Wild and Scenic Rivers - The Contractor agrees to comply with the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 et seq. relating to protecting components of the national wild and scenic rivers system.
- e. Coastal Zone Management - The Contractor agrees to assure Project Consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 et seq.
- f. Wetlands - The Contractor agrees to comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," 42 U.S.C. 444321 note.

- g. Floodplains - The Contractor agrees to comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management" 42 U.S.C. 4321 note.
- h. Endangered Species - The Contractor agrees to comply with the protections for endangered species of the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq.
- i. Historic Preservation - The Contractor agrees to facilitate compliance with the Federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. 470f; of Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. 470 note; and of the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469a et seq. by taking the following actions::
 - (1) Consulting the State Historic Preservation Officer on the conduct of investigation in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 CFR Part 800, to identify properties and resources listed in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and notifying the Government (FTA) of the existence of any such properties; and
 - (2) Complying with all Federal requirements to avoid or mitigate adverse effects upon such properties.
- j. Environmental Justice - The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. 4321 note.
- k. Mitigation of Adverse Environmental Effects - Should the Proposed project cause or result in adverse environmental effects, the Contractor agrees to take all reasonable measures to minimize those adverse effects, as required by 49 U.S.C. 5324(b), and other applicable Federal laws and regulations, including joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622 and, when promulgated, with new FHWA/FTA regulations, "NEPA and Related Procedures for Transportation Decision making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 1420, and 49 C.F.R. Part 623. The Contractor agrees to comply with all environmental mitigation measures identified as commitments in applicable environmental documents (i.e. environmental assessments, environmental impact statements, memoranda of agreement and documents required by 49 C.F.R. 303) and with any conditions imposed by the Federal Government in a finding of no significant impact or a record of decision. The Contractor agrees that those mitigation measures are incorporated by reference and made part of any agreements. The Contractor agrees that deferred mitigation measures will be incorporated by reference and made part of any agreement as soon as agreement with the Federal Government is reached and understands that those mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.
- l. Energy Conservation - CamTran 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. and 49 CFR Part 18.
- m. Clean Water Requirements (Relevant to Contracts in Excess of \$100,000) -

(1) The Contractor agrees to comply with all applicable standards, order or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

(3) The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. Section 300(h) et seq.

(4) The Contractor agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, Loans," 42 U.S.C. Section 7606.

n. Clean Air Requirements (Relevant to Contracts in Excess of \$100,00)

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq. The contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

o. Recycled Products (Relevant to Recycled Products Contracts in Excess Of \$100,000)

(1) The Recycled Products requirements apply to all contracts for items designated by the EPA, when the contractor procures \$10,000 or more of one of these items during the fiscal year or the previous fiscal year with federal funds.

(2) The Contractor agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

16. Privacy Act (Contracts Involving Federal Privacy Act Requirements)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract.

a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 522a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

- b. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

17. Program Fraud and False or Fraudulent Statements

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended 31 USC 3801 et seq. and US DOT regulations, "Program Fraud Civil Remedies," 49 CFR 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, or may make, or cause 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 caused 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 caused 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 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307 (n)(1) 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.

18. Contract Work Hours and Safety Standards Act (Non-Construction Contracts in excess of \$2,500)

The following clauses are specifically mandated under Department of Labor regulation 29 CFR Part 5.5.

- a. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set for in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. CamTran shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the

contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- e. Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or case equivalents thereof of the types described in section 1(b)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible and that the plan or program has been communicated in writing to the laborer or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees and the ratios and wage rates prescribed in the applicable programs.

20. AUDIT AND INSPECTION OF RECORDS (To be included in all negotiated contracts and construction contracts entered into without competitive bidding procedures)

The Contractor agrees that CamTran, the FTA Administrator, the Comptroller General of the U.S., or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls and other data and records with regard to the project and to audit the books, records, and accounts with regard to the project. Further, the Contractor agrees to maintain all required records for at least three years after CamTran makes its final payments and all other pending matters are closed. Contractor also agrees, pursuant to 49 CFR Part 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through programs described at 49 U.S.C. 5307, 5309 or 5311.

21. FLY AMERICA

The Contractor understands and agrees that it will not participate in the costs of international air transportation of any persons involved in or property acquired for this project unless that air transportation is provided by U.S. flag air carrier to the extent service by these carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 CFR Section 301-3.61(b), and any later regulations at 41 CFR Section 301-10.131, et seq.

22. This Section Deliberately Left Blank.

23. Rights in Data (Planning, Research, Development and Demonstration Projects Only)

- a. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this agreement. The term includes graphic or pictorial delineation's in media such as drawings or photographs; test in specifications or related performance or design-type documents; machine forms such as punch cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term does not include financial reports, cost analyses and similar information incidental to Project administration.
- b. The following restrictions apply to all subject data first produced in the performance of this agreement:
 - (1) Except for its own internal use, the Recipient may not publish or reproduce such data in whole or in part, or in any manner or form, or may the Recipient authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.
 - (2) As authorized by 49 CFR Section 18.34, the Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - (a) Any work developed under grant, cooperative agreement, sub-grant, sub-agreement or third party contract, irrespective of whether or not a copyright has been obtained; and
 - (b) Any rights of copyrights to which a Recipient, sub-recipient or third party contractor purchases ownership with Federal assistance.
- c. When the FTA provides assistance to a Recipient for a Project involving planning, research, development or a demonstration, it is generally the FTA's intent to increase the body of mass transit knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless the FTA determines otherwise, the Recipient of FTA assistance to support planning, research, development or a demonstration financed under the Federal Transit Act, as amended, understands and agrees that, in addition to the rights set forth in (2) above, the FTA may make available to any FTA Recipient, Sub-recipient , Third Party Contractor, or Third Party Subcontractor, either the FTA's license in the copyright to the "subject data" derived under this agreement or a copy of the "subject data" first produced under this agreement. In the event that such a Project, is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined in (a) of this agreement and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs of for the Recipients use which costs are financed with capital funds (Section 3, 9, 16, 18 of the Federal Transit Act, as amended, or Title 23 funds).
- d. Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of

the publication, translation, reproduction, delivery, use or disposition of any data furnished under this agreement. The Recipient shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.

- e. Nothing contained in this section on rights in data shall imply a license to the Government under any patent to be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- f. The requirements of subsections (b), (c) and (d) of the above do not apply to material furnished to the Recipient by the Government and incorporated in the work carried out under the agreement; provided that such incorporated material is identified by the Recipient at the time of delivery of such work.

24. This Section Deliberately Left Blank.

25. Seat Belt Use

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," 23 U.S.C. 402 note, the Contractor is encouraged to adopt on-the-job seat belt use policies and programs for its employees that operate company-owned, rented or personally-operated vehicles and shall include this provision in all third party contracts and subcontracts under this Project.