



The Cambria County Transit Authority (CamTran), Johnstown, PA is soliciting price proposals to provide Uniform Rental Services for its Urban, Rural, Inclined Plane and Transit Center Divisions and welcomes you or your business to submit a proposal for the same. If interested, please review the attached information and proposal submittal procedures required by CamTran for consideration of you or your business to perform this request.

Invitation for Bid (IFB)

Uniform Rental Services

**Issued by:
CamTran**

**502 Maple Avenue
Johnstown, PA 15901**

Telephone: 814-535-5526 ext. 222

E-mail: tsylvia@camtranbus.com

Monday, August 28, 2017	Request for Proposal Released
Tuesday, September 5, 2017	Voluntary pre-bid meeting at 1:30 p.m. at 502 Maple Avenue, Johnstown, PA 15901
Friday, September 8, 2017	Request for questions and clarifications due to CamTran by 3 p.m. (form enclosed)
Wednesday, September 13, 2017	Answers to questions and clarifications released by CamTran
Wednesday, September 20, 2017	Proposal due by 3 p.m. prevailing time
September 21-29, 2017	Possible proposer interviews
Friday, October 6, 2017	Anticipated issuance of award and Notice to Proceed

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Introduction

CamTran is seeking qualified, responsive and responsible bidders to provide uniform rental service; including pick-up, delivery, laundering, mats, towels, lockers, etc. as stated in the Scope of Work (SOW). The contract will be awarded for a period of one year (1) year with the option of an additional two (2) one year extensions, for a possible contract length totaling three (3) years.

CamTran will receive proposals for this contract, at its office at 502 Maple Ave, Johnstown, PA 15901 by **Wednesday, September 20, 2017 by 3 p.m.** prevailing time. At that time, proposals will be opened at a public meeting in the CamTran boardroom. Any proposal received after that time will be returned to the proposer unopened.

An optional pre-bid meeting for interested parties will be held at **1:30 PM., Tuesday, September 5, 2017,** at the CamTran main office located at 502 Maple Ave., Johnstown, PA 15901.

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.

The successful bidder will be required to comply with all applicable Non-Discrimination and Non-Collusion laws and regulations to certify that they are not on the Comptroller General's list of ineligible contractors. CamTran solicits and encourages Disadvantaged Business Enterprise (DBE) participation. The successful bidder will be required to comply with all applicable EEO laws and regulations. Cambria County Transit Authority and CamTran may be used interchangeably throughout this document.

CamTran provides equal opportunity in Employment, Service and Contractual Agreements. There are general requirements plus sections included in the Attachments that must be reviewed, signed and returned with your bid package (i.e. transmittal letter, price proposal form A and various other attachments).

The proposal must be clearly marked on the outside bearing the name and address of the bidder and marked Uniform Rental Service. This project may be subject to financial assistance between CamTran, the Federal Transit Administration, PennDOT and other funding sources. CamTran reserves the right to reject any and all bids, and award the contract as it deems to be in the best interest of the Cambria County Transit Authority.

Background

CamTran is the primary public transportation provider for the Cambria County, PA region with office locations in Ebensburg and Johnstown, PA (3). Currently, CamTran provides fixed route transit service within Johnstown, PA, Cambria County and Windber, PA, Somerset County, a service area that accounts for 1.2 million passenger rides yearly. In addition to traditional fixed-route service, CamTran provides American with Disabilities Act (ADA) paratransit service and shared ride (Reserve-A-Ride) services. CamTran is a municipal authority and is governed by the Municipal Authorities Act of 1945. CamTran is governed by a nine member Board of Directors. Members are appointed by the Board of Commissioners of Cambria County. CamTran employs 146 employees in a variety of operating and administrative positions. CamTran operates a fleet of 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.

Section I: Project Description

CamTran is requesting proposals to provide Uniform Rental Services. This will include all applicable garments and accessories (i.e. uniforms, floor mats, fender covers, terry cloth rags, lockers, bag racks, etc.) as spelled out in the Scope of work. Items are to be delivered on a weekly basis. CamTran currently has its existing color scheme for all uniforms and will retain this color scheme. All proposals submitted to CamTran will incorporate the current/existing color schemes.

Any questions or clarifications on the Scope of Work to be performed will be covered at the optional pre-bid meeting which will be held at 1:30 PM., September 5, 2017 at the CamTran main office located at 502 Maple Avenue, Johnstown, Pa 15901. Again, attendance at this pre-bid meeting is optional.

Scope of Work

General Garment Requirements:

The information provided below reflects the existing color schemes of the CamTran uniforms. CamTran will retain this existing color scheme(s) for all uniforms (see page 19 for pictures).

Operator's (all divisions) shirts: shall consist of a white shirt with blue pin striping. There will be a pocket on the left-chest with an embroidered CamTran logo above the pocket. Shirts shall consist of a minimum of 50% cotton. All operators will have the choice of long or short-sleeved shirts, and the option to change twice per year—once in the spring and once in the fall at no additional charge. Operators will be allowed to mix-and-match the number of short and long-sleeve shirts.

Operator's (all divisions) pants: shall consist of dark blue material with a minimum of 35% cotton composure. All operators will have the choice of long pants or shorts, and the option to change twice per year—once in the spring and once in the fall at no additional charge. Operators will be allowed to mix-and-match the number of shorts and pants.

Mechanic's (all divisions) shirts: shall consist of a dark gray or dark blue. There will be a pocket on the left-chest with an iron-on CamTran logo above the pocket. Shirts shall consist of a minimum of 35% cotton. All mechanics will have the choice of long or short-sleeved shirts, and the option to change twice per year—once in the spring and once in the fall at no additional charge. Mechanics will be allowed to mix-and-match the number of short and long-sleeve shirts.

Mechanic's (all divisions) pants: shall consist of dark gray or dark blue (matching the shirt,) material with a minimum of 35% cotton composure. All mechanics will wear long pants.

Inclined Plane operator's shirts: shall consist of a light gray, double-pocketed shirt. There will be an iron-on Inclined Plane logo above the left pocket. Shirts shall consist of a minimum of 50% cotton. All operators will have the choice of long or short-sleeved shirts, and the option to change twice per year—once in the spring and once in the fall at no additional charge. Operators will be allowed to mix-and-match the number of short and long-sleeve shirts.

Inclined Plane operator's pants: shall consist of black material with a minimum of 35% cotton composure. All Inclined Plane operators will wear long pants.

Design Requirements:

The following services will be provided. All uniforms will be laundered on a weekly basis for each of CamTran's varying divisions:

URBAN DIVISION (502 Maple Avenue – Johnstown, PA 15901)

A total of the following garments and accessories are required to be delivered to the Urban division on a weekly basis. There are approximately forty-eight (48) uniformed operators and eleven (11) uniformed mechanics.

- One new uniform per operator per day (shirt and pants) for a five (5) day cycle; this means the supplier would need to furnish 11 uniforms per person- five (5) on, five (5) off, and one (1) worn.
- One new uniform per mechanic per day (shirt and pants) for a five (5) day cycle; this means the supplier would need to furnish 11 uniforms per person- five (5) on, five (5) off, and one (1) worn.
- Five (5) 3'x 5' floor mats; this means the supplier would need to furnish ten (10) mats, five (5) on and five (5) off.
- Seventeen (17) 3'x 10' floor mats; this means the supplier would need to furnish thirty four (34), seventeen (17) on and seventeen (17) off.
- Ten (10) vehicle fender covers; this means the supplier would need to furnish twenty (20) fender covers
- Two hundred fifty (250) terrycloth rags; this means the supplier would need to furnish five-hundred (500) rags, two hundred fifty (250) on and, two hundred fifty (250) off.
- Three (3) bag racks

Totals:

- 528 Operator's shirts, choice of long or short sleeve, approximately ranging in size from Small through XXXXL; accommodating both men and women.
- 528 Operator's pants, choice of pants or shorts, approximately ranging in size from 28-52 (male) and 4-24 (female); accommodating both men and women.
- 121 Mechanic's shirts, choice of long or short sleeve, ranging in size from Medium through XXL; accommodating men.

- 121 Mechanic's pants, approximately ranging in size from 30-46 (male); accommodating men.
- 10 - 3'x 5' floor mats.
- 34 - 3' x 10' floor mats.
- 20 vehicle fender covers
- 500 terrycloth rags.
- 3 bag racks.
- Lockers
- 2 receptacles for dirty linens.

RURAL DIVISION (1226 N. Center Street – Ebensburg, Pa 15931)

A total of the following garments and accessories are required to be delivered to the Rural division on a weekly basis. There are approximately thirty (30) uniformed operators and four (4) uniformed mechanics.

- One new uniform per operator per day (shirt and pants) for a five (5) day cycle; this means the supplier would need to furnish 11 uniforms per person- five (5) on, five (5) off, and one (1) worn.
- One new uniform per mechanic per day (shirt and pants) for a five (5) day cycle; this means the supplier would need to furnish 11 uniforms per person- five (5) on, five (5) off, and one (1) worn.
- Ten (10) vehicle fender covers; this means the supplier would need to furnish twenty (20) fender covers
- One hundred and fifty (150) terrycloth rags; this means the supplier would need to furnish three hundred (300) rags, one hundred and fifty (150) on and one hundred and fifty (150) off.
- One (1) bag rack

Totals:

- 330 Operator's shirts, choice of long or short sleeve, approximately ranging in size from Small through XXXXL; accommodating both men and women.
- 330 Operator's pants, choice of pants or shorts, approximately ranging in size from 28-52 (male) and 4-18 (female); accommodating both men and women.
- 44 Mechanic's shirts, choice of long or short sleeve, ranging in size from Medium through XXL; accommodating men.
- 44 Mechanic's pants, approximately ranging in size from 30-42 (male); accommodating men.
- 20 vehicle fender covers
- Lockers
- 300 terrycloth rags.
- One (1) bag rack

INCLINED PLANE (711 Edgehill Dr – Johnstown, PA 15905)

A total of the following garments and accessories are required to be delivered to the Inclined Plane on a weekly basis. There are approximately six (6) uniformed employees.

- One new uniform per employee per day (shirt and pants) for a five (5) day cycle; this means the supplier would need to furnish 11 uniforms per person- five (5) on, five (5) off, and one (1) worn.
- One (1) 3'x 5' floor mat; this means the supplier would need to furnish two (2) mats, one (1) on and one (1) off.
- One (1) 3'x 10' floor mat; this means the supplier would need to furnish two (2) mats, one (1) on and one (1) off.

Totals:

- 66 employee shirts, choice of long or short sleeve, approximately ranging in size from Small through XXXL; accommodating both men and women.

- 66 employee pants, choice of pants or shorts, approximately ranging in size from 28-52 (male) and 4-14 (female); accommodating both men and women.
- 2 -3'x 5' floor mats.
- 2 - 3'x 10' floor mats
- Lockers
- 1 receptacle for dirty linens.

BUS STOP SHOP (501 Locust Street – Johnstown, Pa 15901)

A total of the following accessories are required to be delivered to the Transit Center Bus Stop Shop on a weekly basis.

- One (1) 4'x 6' logoed floor mat; this means the supplier would need to furnish two (2) mats, one (1) on and one (1) off.
- One (1) 3'x 5' scraper floor mat; this means the supplier would need to furnish two (2) mats, one (1) on and one (1) off.
- One (1) 3'x 5' floor mat; this means the supplier would need to furnish two (2) mats, one (1) on and one (1) off.
- Two hundred (200) terrycloth rags; this means the supplier would need to furnish four hundred (400) rags, two hundred (200) on and two hundred (200) off.

Totals:

- 2 - 4'x 6' logoed floor mats.
- 2 - 3'x 5' scraper floor mats.
- 2 - 3'x 5' floor mats
- 400 terrycloth rags

Along with supplying the uniforms and accessories, the supplier will also be required to deliver the following services:

1. Weekly laundering
2. Weekly inspection
3. Repairs
4. Delivery
5. Size changes
6. Quantity changes

7. Replacements
8. Communication with those employees outfitted
9. Tracking Reports
10. Management of the program as a whole
11. On-Hand additional inventory
12. Confirming orders
13. Additional ordering
14. Initial outfitting

Section II: Proposal Requirements

1. The Proposer will submit one (1) hard copy original proposal with the originals of all the required paperwork along with four (4) hard copies of the proposal and the required paperwork. The proposal should be bound along the left long side, without unnecessary frills, fancy bindings or other decorative or extraneous materials. The font size for all material prepared in response to this IFB shall not be less than 10 pt. The proposal should be contained on 8-1/2" x 11" paper.
2. Letter of Transmittal/Executive Summary Cover Sheet: This should introduce the proposer and summarize the proposer's interest in this solicitation. This letter must include the signature of a representative of the proposer authorized to negotiate and enter into contracts on its behalf. The Letter of Transmittal/Executive Summary must clearly indicate that the proposer agrees that all terms of its proposal will remain valid for a period of ninety (90) days after the proposal due date. This time period may be extended by mutual agreement in writing. The transmittal letter must also indicate that the proposer agrees to the terms of the contract as presented in the Attachments to this IFB. The letter should also address any proposed participation by a Disadvantaged Business Enterprise (DBE), if applicable.
3. The price breakdown should be submitted on the Price Proposal Form A included in this IFB.
4. Bidder must include a brief plan for the project. In this plan, the proposer is also requested to submit a realistic scenario of the timeline required to "gear up" for this project to be fully operational from the date of award.
5. Other attachments as required.
6. Three (3) references must be submitted on work completed in the past two (2) years consisting of similar types of projects.
7. Proof of insurance coverage.
8. Other miscellaneous information from the proposer deemed important.
9. Basic layout would be transmittal letter; price proposal form; proposers plan; other required attachments; references; proof of insurance coverage; other information.

Additional Guidelines:

- FAX/Email copies will not be accepted. The information must be submitted in hard copy in a sealed envelope clearly marked on the outside Uniform Rental.
- Proposals can be sent certified mail or other means that guarantees a signed receipt to CamTran, 502 Maple Ave, Johnstown, PA 15901. Proposals may also be hand-delivered. All proposals must be submitted by **3:00 p.m., Wednesday, September 20, 2017.**
- NOTE: The Cambria County Transit Authority is tax exempt.
- Any deviation from the specifications outlined in IFB should be clearly described in the proposal and reason for those changes detailed.
- Please sign all attachments and return where appropriate. Failure to sign appropriate forms may render your bid non-responsive.
- All questions must be submitted in writing using the enclosed Form B.
- Proof of Insurance coverage must be submitted with this proposal.
- CamTran reserves the right to reject any and all bids, or parts thereof, whenever it determines, at its sole discretion that such rejection is in the best interest of CamTran.
- All records of this contract must be and will be kept on file for a minimum of three (3) years after the completion of this project. See Attachment 8.
- Payment will be paid promptly after complete invoices, outlining the details of the work completed is reviewed and approved by the CamTran Board of Directors.

Section III: Evaluation Criteria

CamTran will award this project to the firm whose proposal best meets its needs and the specifications of the project as outlined in the IFB. CamTran will review the bids based on the bid responsiveness, experience of the firm, quality of work as outlined in submitted references and cost, with cost being the prime determining factor.

Section IV: CamTran Contact Personnel

Technical questions regarding clarifications, exceptions and approved equals should be addressed on the appropriate form in writing or via email to:

Thomas G. Sylvia, 502 Maple Ave, Johnstown, PA
15901, (814) 535-5526 ext. 222, Email:
tsylvia@camtranbus.com

Questions/Inquiries and Clarifications:

Questions/Inquiries and Clarifications

Any questions or requests for clarification on any aspect of these IFB submission requirements may be directed to:

CamTran
Attn: Thomas G. Sylvia
502 Maple Avenue
Johnstown, PA 15901
Email: tsylvia@camtranbus.com

All communication must utilize the CamTran Requests, Questions and Clarifications form in Attachment B. Correspondence will not be accepted by any other format or party. Contact with any other person at CamTran may result in the Proposer being disqualified from consideration.

Procurement Schedule

The following is the expected schedule of activities associated with this IFB:

Monday, August 28, 2017	Request for Proposal Released
Tuesday, September 5, 2017	Voluntary pre-bid meeting at 1:30 p.m. at 502 Maple Avenue, Johnstown, PA 15901
Friday, September 8, 2017	Request for questions and clarifications due to CamTran by 10 a.m.
Wednesday, September 13, 2017	Answers to questions and clarifications released by CamTran
Wednesday, September 20, 2017	Proposal due by 3 p.m. prevailing time
September 21-29, 2017	Possible proposer interviews
Friday, October 6, 2017	Anticipated issuance of award and Notice to Proceed

ATTACHMENTS

ATTACHMENT A: PRICE PROPOSAL

TO: CamTran

In compliance with your Invitation for Bid (IFB) to provide Uniform Rental Services, the undersigned proposes to furnish all work, labor, equipment and materials required to conform to the requirements of this proposal. This bid is to be opened on **Wednesday, September 20, 2017 at 3:00 p.m.** prevailing time. Note that CamTran is tax exempt.

Complete the cost per item per week in the spreadsheet below with your proposed pricing. All costs should be included within this spreadsheet. Use additional sheets if required.

The undersigned acknowledged the receipt of the following addenda to the above referenced IFB (if applicable):

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Name of Individual, Partnership or Corporation

Address

Name of Authorized Person

Signature

Title of Authorized Person

Date

By execution below, CamTran accepts the offer as indicated in this IFB.

(Printed Name of Contracting Officer)

(Signature)

Date of Award

Division	# Employees	# Per Employee	Quantity	Item Description	Job Position	Current Color Scheme	Cost per week per item (\$)
Urban	48	11	528	Oxford Shirts	Operators	White & blue pinstripes	
Urban	48	11	528	Oxford Pants	Operators	Dark blue	
Urban	11	11	121	Shirts	Mechanics	Dark gray/Dark blue	
Urban	11	11	121	Pants	Mechanics	Dark gray/Dark blue	
Urban	N/A		10	Floor Mats, 3' x 5'			
Urban	N/A		34	Floor Mats, 3' x 10'			
Urban	N/A		20	Vehicle fender covers			
Urban	N/A		500	Terrycloth rags			
Urban	N/A		3	Bag Racks			
Urban	65			Lockers			
Urban	N/A		2	Receptacles-Dirty Linens			
Urban	N/A		1	Service Charge			
Rural	30	11	330	Oxford Shirts	Operators	White & blue pinstripes	
Rural	30	11	330	Oxford Pants	Operators	Dark blue	
Rural	4	11	44	Shirts	Mechanics	Dark gray/Dark blue	
Rural	4	11	44	Pants	Mechanics	Dark gray/Dark blue	
Rural	30			Lockers			
Rural	N/A		20	Vehicle fender covers			
Rural	N/A		300	Terrycloth rags			
Rural	N/A		1	Bag Rack			
Rural	N/A		1	Service Charge			

Inclined Plane	6	11	66	Shirts	Operators	Light Gray	
Inclined Plane	6	11	66	Pants	Operators	Black	
Inclined Plane	N/A		2	Floor mats, 3' x 5'			
Inclined Plane	N/A		2	Floor mats, 3' x 10'			
Inclined Plane	8			Lockers			
Inclined Plane	N/A		1	Receptacles-Dirty Linens			
Inclined Plane	N/A		1	Service Charge			
Bus Stop Shop	N/A		2	Floor mats (logoed), 4' x 6'			
Bus Stop Shop	N/A		2	Floor mats, 3' x 5', scrapper mat			
Bus Stop Shop	N/A		2	Floor mats, 3' x 5'			
Bus Stop Shop			400	Terrycloth rags			
Bus Stop Shop	N/A		1	Service Charge			

ATTACHMENT B: PROPOSER'S REQUESTS, QUESTIONS AND CLARIFICATIONS FORM

Uniform Rentals

All requests, questions and clarifications must be submitted in writing and received on or before 3 p.m., Friday, September 8, 2017. Proposers shall use the following form:

Name of Company/Individual: _____

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

Contact Person: _____

Phone #: _____ 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 3 p.m., Friday, September 8, 2017, to:
tsylvia@camtranbus.com**

ATTACHMENT C: PICTURES

Shirt:



Pants:



Mechanics Shirt:



Image courtesy of
Cintas Corporation

Mechanics Pants:



Image courtesy of
Cintas Corporation

Inclined Plane Shirt:



Inclined Plane Pants:



Pants

Image courtesey of
Uni1st
Corporation

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ATTACHMENT D: CONTRACTUAL INFORMATION

Intent of IFB

- The specifications found in Section I of this IFB indicate MINIMUM requirements unless otherwise indicated.
- The price quoted by the bidder shall include items of labor, materials, tools, equipment and all other costs necessary to fully complete the project.
- No change orders either deleting from or adding to these specifications will be allowed after the bid contract has been awarded without prior written approval by CamTran. If the change order involves a price change, the Contractor's request for CamTran approval shall be accompanied by a statement signed by an officer of the purchaser that the price change is fair and reasonable, along with the basis for that determination. A change order cannot expand the scope of the contract.

Acceptance of Bids

The purchaser reserves the right to accept any bid or to reject any and all bids. Any or all bids may be rejected if there is a sound documented business reason. Awards shall be made only to responsible bidders that possess the potential ability to perform successfully under the terms and conditions of this procurement. Consideration shall be given to such matters as bidder integrity, record of past performance and financial and technical resources when determining responsibility.

Modifications or Withdrawal of Bids Prior to Bid Opening

Bids may be modified or withdrawn by written notice or in person by a bidder if the bidder's identity is made known and a receipt of the bid is signed prior to the exact hour and date set for the opening of bids.

Withdrawal of Bids After Bid Opening

Withdrawal of erroneous bids after bid opening but before award based on bid mistakes shall be permitted by the written determination of CamTran's contracting officer. This may be done when the bidder requests relief and presents credible evidence that the reason for the lower bid price was a clerical mistake as opposed to judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid. The request for relief and the supporting evidence must be received by CamTran's contracting officer within five (5) calendar days after bid opening.

Clarifications, Exceptions and Approved Equals

A minimum of ten calendar (10) days before the bid opening, all potential bidders may request the purchaser to give clarification, exceptions or approved equals for portions of the specification. Written notice of any changes or approved equals allowed or disallowed will be mailed no less than seven (7) calendar days prior to bid opening to all potential bidders. The bidder must comply with all specified items or his bid will be considered non-responsive. No exceptions to the specification will be allowed after the bid opening.

Protests and Disputes

Any protests that may arise prior to or following the bid opening shall be filed in accordance with the Protest Procedures (see Attachment 12). Any disputes that may arise shall be handled in accordance with the Dispute Procedures (see Attachment 12).

Dispute Resolutions

Any bidder that is successful in obtaining a bid through the Cambria County Transit Authority must agree to a contract provision that any and all disputes will be subject to the jurisdiction and venue of the Cambria County Court of Common Pleas.

Commonwealth Nondiscrimination Clause

By signing and submitting the bid proposal form, the bidder agrees to comply with the Commonwealth Nondiscrimination Clause (Attachment 20), which is attached to and made a part of this IFB.

Disputes (see Attachment 12 for detailed disputes information)

Except as otherwise provided in this contract, any dispute before, during and after construction concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer (CamTran), who shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive, subject only to review by a court of competent jurisdiction. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

Protest Procedures (See Attachment 12 for Detailed Protest Procedures Information)

1) Protests Prior to Bid Opening

Any protests, prior to bid opening, must be submitted in writing and received by CamTran at least seven (7) calendar days prior to bid opening. Each protest must be in writing and supported by sufficient information to enable the protest to be considered. A protest will not be considered if it is insufficiently supported or if it is not received within the specified time frame. CamTran's response will be in writing and set forth the reasons for its response. The

decision is final, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence.

2) Protests After Bid Opening

Protests after bid opening will be considered only as to issues which were not apparent before bid opening. After bid opening no protests of specifications and drawings will be considered.

Any protest after bid opening, including a protest of contract award, must be in writing and received by CamTran within five (5) calendar days of the action being protested. No other form of protest will be considered. After the time for protest award has expired, these protest procedures will be considered to be inapplicable, and any disputes will be resolved by CamTran under contract provisions or other remedies, if available.

3) Protests submitted shall:

- i. Include the name and address of protester.
- ii. Identify clearly the procurement under which the protest is being submitted.
- iii. Identify the action being protested and provide sufficient detailed documentation to support the protest action.
- iv. Indicate the action, ruling or relief desired from CamTran.

CamTran will review the protest and render its decision in writing within fifteen (15) calendar days of receipt of the protest, setting forth the reasons for its decision.

CamTran is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of the procurement, including protests, contract defaults, disputes or breaches. The decision by CamTran as to protests shall be final and conclusive.

Federally Required Certifications

- 1) By signing and submitting this bid proposal, the bidder agrees to comply with the following:
 - a) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
 - b) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - c) Access by the purchaser, the Pennsylvania Department of Transportation, the Federal Transit Administration, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and

records of the bidder (contractor) which are directly pertinent to the contract resulting from this IFB for the purpose of making audit, examination, excerpts and transcriptions.

- d) Retention of all required records for three years after the purchaser makes final payment and all other ending matters are closed. (Attachment 8)
- e) Federal Civil Rights Requirements (Attachment 2), which is attached to and made a part of this IFB.
- f) Contract Work Hours and Safety Standards Act, which is made a part of this IFB.
- g) Program Fraud and False or Fraudulent Statements or Related Acts.
 - (1) The bidder acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the bidder certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the bidder further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the bidder to the extent the Federal Government deems appropriate.
 - (2) The bidder also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the bidder, to the extent the Federal Government deems appropriate.
 - (3) The bidder 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.
- h) Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by PENNDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by PENNDOT, and those as set

forth in FTA Circular 4220.1F 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 bidder shall not perform any act, fail to perform any act, or refuse to comply with any purchaser requests which would cause the purchaser to be in violation of the FTA terms and conditions.

- i) No Obligation by the Federal Government.
 - (1) The purchaser and bidder acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, bidder or any other party (whether or not a party to that contract pertaining to any matter resulting from the underlying contract).
 - (2) The bidder 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.

- j) Federal Changes. The bidder shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement FTA MA (8) dated October 1 2001 between the purchaser and FTA, as they may be amended or promulgated from time to time during the duration of this contract. The bidder's failure to so comply shall constitute a material term breach of this contract.

Summary of Items to be Supplied with Bid

All addenda to the IFB must be acknowledged on the Price Proposal Form or acknowledged in a separate letter that is signed by the individual signing the Proposal Form and received by CamTran prior to the bid opening. Failure to acknowledge addenda (if applicable) will result in the automatic rejection of the bid unless receipt of addenda by the bidder can be verified by certified mail receipt or acknowledgement of receipt by email acovalt@camtranbus.com

Termination

CamTran may immediately terminate the contract resulting from this IFB for any of the following reasons:

- 1) Termination of Convenience-CamTran may terminate this contract, in whole or in part, at any time by written notice to the contractor. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to the purchaser to be paid the contractor. If the contractor has any property in its possession belonging to the purchaser, the contractor will account for the same, and dispose of it in the manner the purchaser directs.

- 2) Termination for Default- 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.
- 3) If it is later determined by the purchaser that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the contractor, the purchaser, after setting up a new delivery of performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.
 - A. Termination for Lack of Funds
The purchaser may terminate this contract, or any part of it, because of non-availability to the purchaser of funds required under the terms of this contract, by serving notice of termination upon the contractor. In such event, the contractor shall be paid, from available funds, in accordance with the provisions above.
 - B. Dispute Resolutions
Any bidder that is successful in obtaining a bid through Cambria County Transit Authority must agree to a contract provision that any and all disputes between the parties will be subject to the jurisdiction and venue of the Cambria County Court of Common Pleas.

Bid Familiarity

- 1) Each bidder shall thoroughly examine and be familiar with all the contract documents, including but not limited to the legal and procedural documents, bid conditions, specifications and addenda, if any, as well as any related requirements of these bid conditions and specifications. The submission of a proposal shall constitute an acknowledgement that the bidder has thoroughly examined and is familiar with the contract documents and specifications in every detail.

ATTACHMENT 1: DBE/WBE CLAUSE

DISADVANTAGED BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE

- A. **POLICY.** It is the policy of the U.S. Department of Transportation, the Pennsylvania Department of Transportation, and the Cambria County Transit Authority that disadvantaged business enterprises (DBE) and women business enterprises (WBE), as defined in 49 CFR Part 26, and as amended in Section 106© of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal or State funds under this agreement. Consequently, the DBE/WBE requirements of 49 CFR Part 26 and Section 106© of STURAA of 1987, apply to this agreement.

- B. **DBE/WBE OBLIGATION.** The supplier or contractor agrees to ensure that disadvantaged business enterprises (DBE) and woman business enterprises (WBE), 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 or State funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises (DBE) and women business enterprises (WBE) 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, or sex in the award and performance of DOT assisted contracts. The contractor, sub-contractor, and other lower-tiers will make a good faith effort to award work to DBE participants whenever possible. A copy of this attachment is to be included whenever the contractor sub-contracts any portion of this project. A DBE directory is available at the CamTran office for review by all bidders.

DATE: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

(Print/Type)

Note: Failure to complete these forms and submit them with your bid will render the bid non-responsive

ATTACHMENT 2: TITLE VI CIVIL RIGHTS

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:

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

2. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

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

b. **Age** – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the

Contractor agrees to refrain from discrimination against present and prospective employee for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the FTA may issue.

c. **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 29 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act, “ 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

ATTACHMENT 3: ENERGY CONSERVATION

Energy Conservation. The Contractor and any Subcontractor(s) 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.

A. Mitigation of Adverse Environmental Effects. Should the proposed Project cause adverse environmental effects, the Contractor and any Subcontractor(s) agree to take all reasonable steps to minimize such effects pursuant to 49 USC app. 1610, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622. The Contractor and any Subcontractor(s) agree to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreements, and statements required by 49 USC 303) and with any conditions imposed by the Government as part of a finding of no significant impact or a record of decision. All such mitigation measures are incorporated in and made a part of this Agreement by reference. If some or all mitigation measures are deferred, as soon as the Government and the Contractor and any Subcontractor(s) agree on those measures, those agreed-upon measures will be incorporated into this Agreement. Such mitigation measures may not be modified or withdrawn without the express written approval of the Government.

ATTACHMENT 4: EQUAL EMPLOYMENT OPPORTUNITY

By accepting this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such 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, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. This is in accordance with the provisions of 49 CFR 18.36(i), and FTA Grant Agreement, Part II, Section 118(b).

ATTACHMENT 5: ENVIRONMENTAL VIOLATIONS

For all contracts and subcontracts, the Contractor agrees to comply with all applicable standards, orders or requirements issued under the Clean Air Act, Section 306 (42 USC 1857(h)), the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA List for Violating Facilities. The Contractor agrees to report violations to the Federal Transportation Administration (FTA) and to the United States Environmental Protection Agency (USEPA) Assistant Administrator for Enforcement (EN0329).

ATTACHMENT 6: ENVIRONMENTAL, RESOURCE CONSERVATION AND ENERGY REQUIREMENTS (Ref. FTA Grant Agreement, Part II, Section 120)

The Cambria County Transit Authority 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, 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. CamTran also recognizes 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 the Contractor and any Subcontractors, any such Federal requirements, as the Government may now or in the future promulgate. Listed

below are requirements of particular concern to the Federal Transportation Administration (FTA). CamTran and any Contractors shall understand that this list does not constitute CamTran's and any Contractor'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.; Section 14 of the Federal Transit Act, as amended, 49 USC app. 1610; the Council on Environmental Quality regulations, 40 CFR 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.

- B. **Air Pollution.** The Contractor agrees to comply with the joint FHWA/FTA regulations, "Air Quality Conformity and Priority Procedures for Use in Federal-Aid Highway," and 49 CFR Part 623. CamTran and the Contractor and/or Subcontractor shall obtain satisfactory assurances that any facilities or equipment acquired, constructed or improved as a part of this Contract, 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 CFR 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 CFR Part 86; and "Fuel Economy of Motor Vehicles," 40 CFR 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. **Use of Public Lands.** 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 U.S. DOT.

- D. **Historic Preservation.** CamTran and the contractor and any Subcontractor(s) agree to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 USC 470f, involving historic and archeological preservation by:
 - 1. Consulting the State Historic Preservation Officer on the conduct of investigations, 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.

- E. **Energy Conservation.** The Contractor and any Subcontractor(s) 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.
- F. **Mitigation of Adverse Environmental Effects.** Should the proposed Project cause adverse environmental effects, the Contractor and any Subcontractor(s) agree to take all reasonable steps to minimize such effects pursuant to 49 USC app. 1610, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622. The Contractor and any Subcontractor(s) agree to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreements, and statements required by 49 USC 303) and with any conditions imposed by the Government as part of a finding of no significant impact or a record of decision; all such mitigation measures are incorporated in and made a part of this Agreement by reference. If some or all mitigation measures are deferred, as soon as the Government and the Contractor and any Subcontractor(s) agree on those measures, those agreed-upon measures will be incorporated into this Agreement. Such mitigation measures may not be modified or withdrawn without the express written approval of the Government.

**ATTACHMENT 7: NOTICE OF FEDERAL REQUIREMENTS
(FTA Grant Agreement, Part II, Sec. 102 (b) (1))**

Federal Laws and Regulations. CamTran notifies its Contractors and Subcontractor(s) that Federal law, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. CamTran and its Contractors and Subcontractor(s) agree 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 another part of this 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 this 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, CamTran and its Contractors and Subcontractor(s) agree 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 requirements will apply to the project as required. All limits or standards set forth in this Agreement to be observed in the

performance of the Project are minimum requirements.

ATTACHMENT 8: RECORD RETENTION

By accepting this contract, the Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

The Contractor agrees to permit CamTran and/or FTA/PennDOT to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

ATTACHMENT 9: TERMINATION CONTRACTS > \$10,000.00

- A. **Termination for Convenience.** The Cambria County Transit Authority may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including contract 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. 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.** 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, in accordance with the provisions of 49 CFR 18.36(i)(2). 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).** The Cambria County Transit Authority 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 cases, the notification 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 (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 result in a waiver of those rights or 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 in 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 Default (Supplies and Service).** If the Contractor fails to deliver supplies or to perform the services within the time specified in this or any extension or if the contractor fails to comply with any other provisions of this contract, CamTran may terminate this contract for default. CamTran shall terminate by delivering to the Contractor a Notice of termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of CamTran.

- G. **Termination for Default (Transportation Services).** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, CamTran may terminate this contract for default. CamTran shall terminate by delivering to the Contractor a

Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of the CamTran goods, the Contractor shall, upon direction of CamTran, protect and preserve the goods until surrendered to the CamTran or its agent. The Contractor and CamTran shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of CamTran.

ATTACHMENT 10: REMEDIES/BREACH OF CONTRACT OTHER THAN SMALL PURCHASES > \$25,000

- A. **Delivery of materials.** Delivery must be made strictly in accordance with the proposal. The material listed in the proposal must be FOB delivered to the point in Cambria County, Pennsylvania as shown on the proposal. Delivery must be made on, or before, the date specified in the proposal.
- B. **Inspection.** If, upon inspection of the material, any article is defective or fails in any way to meet the terms of the contract, that article(s) will be rejected. The decision of CamTran shall be final and the rejected material will be replaced by, and at the expense of the contractor.
- C. **Remedies of CamTran for non-conformity to inspections.** In the event any material shipped by the bidder is not received by an agent of CamTran, it shall be the responsibility of the bidder to immediately replace this material in like quantity. It is expressly understood and agreed that, notwithstanding any provision of the Uniform Commercial Code or other law applicable, title to the material is received, inspected and accepted by an agent of CamTran.

If the contractor furnishes articles not meeting specifications, and does not replace such articles, or if there is a failure to deliver any purchase within the specified time, CamTran may purchase the same in the open market and deduct the expense, including any excess in price over that called for in the contract, from the amount due the contractor. If it is not sufficient to meet such expenses in excess price paid for, CamTran may proceed against the contractor and/or his sureties in accordance with the provisions of 49 CFR 18.36(i)(1).

**ATTACHMENT 11: INTEGRITY CERTIFICATION
(> \$25,000 and > \$100,000)(49 CFR Part 29, FTA C 2015.1)**

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency;
- B. Have not within a three-year period preceding this proposal 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 statutes or commission of theft, embezzlement, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. 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
- D. Have not, within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

[If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification].

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____, 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 49 CFR 29 AND 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

SIGNATURES SHALL BE APPLIED

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____
(Entity)

certifies that the _____ has authority under
(Entity)

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

Signature of Applicant's Attorney

Date

Note: Failure to complete these forms and submit them with your bid will render the bid non-responsive

ATTACHMENT 12: BID PROTESTS

- A. ANY PROTEST or objection to the conditions and specifications of the invitation for bids must be submitted for resolution to the CamTran Executive Director. Each protest must be made in writing and supported by sufficient information to enable the protest to be considered. A protest or objection will not be considered by CamTran if it is insufficiently supported or if it is not received within the specified time limits as stated in the paragraphs below:
1. All protests based upon restrictive specifications, alleged improprieties, or similar situations prior to bid opening must be submitted to the CamTran Executive Director, for review, no later than seven (7) calendar days prior to the specified bid opening date.
 2. Protests arising after the opening of bids, based upon grounds that were known or should have been known, must be submitted to the CamTran Executive Director within five (5) days after notification of the apparent low responsive and responsible bidder. The decision of the Protest Review Board is final. The Protest Review Board will consist of the Executive Director or his designee, the Chairman of the Board of Directors, or his designee and the Legal Counsel for CamTran. No further appeals will be considered by CamTran. The bidder is hereby informed that they may file a protest with the Federal Transportation Administration or the PENNDOT (depending of the funding source of the grant) provided that the bid complies fully with the requirements of FTA Circular 4220-1F.
 3. Any bidder wishing to protest the awarding of a contract by CamTran to the apparent, most responsive and responsible bidder will be required to furnish, at its own expense, a protest bond in the amount of five percent (5%) of the contract price before CamTran will consider the protest. This protest bond will serve as a guarantee by the bidder of the validity and accuracy of the protest. Failure to provide this bond may result in CamTran denying the bidder's protest as determined by the Executive Director. If the Protest Review Board denies the bidder's protest, the bond will be used by CamTran to recover any costs and damages incurred because of the protest and the resulting delay in the delivery of the procurement.
 4. The protest bond will be either a cashier's check or a certified check made payable to "CamTran".

5. Except as otherwise provided in this Invitation for Bids, any dispute concerning a question of fact arising under the Invitation which is not disposed of by agreement, shall be decided by a Protest Review Board comprised of the CamTran Executive Director or designee, the CamTran Board Chairman, or designee, and the Legal Counsel for CamTran. This Board shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Protest Board shall be final, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence.
6. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Protest Board's decision.
7. This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in the Invitation for Bids shall be construed as making final the decision of any administrative official, representative or board on a question of law.

B. FTA REVIEW OF PROTESTS.

1. FTA will only review protests regarding the alleged failure of the grantee [CamTran] to have written protest procedures or alleged failure to follow such procedures.
2. Alleged violations on other grounds are under the jurisdiction of the appropriate State or Local administrative or judicial authorities. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal regulation. See, e.g., Buy America Requirements, in FTA Master Agreement; Participation by Minority Business Enterprise in Department of Transportation Programs.
3. FTA will only review protests submitted by an interested party as defined in paragraph C, below.

C. REMEDY.

FTA's remedy for a grantee's [CamTran] failure to have written protest procedures or failure to follow such procedure is limited to requiring the grantee [CamTran] to develop such procedures if necessary, and follow such procedures in reviewing the protest at

issue, if the grantee [CamTran] desires FTA financial participation in the contract in question. In instances where a grantee [CamTran] has awarded to another bidder or offerer prior to FTA's decision on the protest, FTA may refuse to participate in funding the contract.

D. DEFINITIONS. For the purposes of this Chapter, the following definitions apply:

1. Days: refers to working days of the Federal Government.
2. File or submit refers to the date of receipt by FTA.
3. Interested party means an actual or prospective bidder or offerer whose direct economic interest would be affected by the award of the contract or by failure to award the contract.
4. Bid includes the term offer or proposal as used in the context of negotiated procurement.

E. TIME FOR FILING.

1. Protestors shall file a protest with FTA not later than five days after a final decision is rendered under the grantee's [CamTran] protest procedure. In instances where the protestor alleges that the grantee [CamTran] failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five days after the protestor knew or should have known of the grantee's [CamTran] failure to render a final determination on the protest.
2. Grantees [CamTran] shall not award a contract for five days following its decision on a bid protest except in accordance with the provisions and limitations of subparagraph H. After five days, the grantee [CamTran] shall confirm with FTA that FTA has not received a protest on the contract in question.

F. SUBMISSION OF PROTEST TO FTA.

1. Protests should be filed with the appropriate FTA Regional Office with a concurrent copy to the grantee [CamTran].
2. The protest filed with FTA shall:
 - a. Include the name and address of the protestor. Identify CamTran, project number, and number of contract solicitation.

- b. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.
- c. Include a copy of the local protest filed with the grantee [CamTran] and a copy of the grantee's [CamTran] decision, if any.

G. GRANTEE [CAMTRAN] RESPONSE.

1. FTA shall notify the grantee [CamTran] in a timely manner of the receipt of a protest. FTA shall instruct the grantee [CamTran] to notify the contractor of the protest if award has been made or, if no award has been made, to notify all interested parties. The grantee [CamTran] shall instruct all who receive such notice that they may communicate further directly with FTA.
2. The grantee [CamTran] shall submit the following information not later than ten days after receipt of notification by FTA of the protest:
 - a. a copy of the grantee's [CamTran] protest procedure;
 - b. a description of the process followed concerning the protestor's protest;
and
 - c. any supporting documentation
3. The grantee [CamTran] shall provide the protestor with a copy of the above submission.

H. PROTESTOR COMMENTS. The protestor must submit any comments on the grantee's [CamTran] submission not later than ten days after the protestor's receipt of the grantee's [CamTran] submission.

I. WITHHOLDING OF AWARD. When a protest has been timely filed with the grantee [CamTran] before award, the grantee [CamTran] shall not make an award prior to five days after the resolution of the protest, or if a protest has been filed with FTA, during the pendency of the protest, unless CamTran determines that:

1. The items to be procured are urgently required;
 2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
 3. Failure to make prompt award will otherwise cause undue harm to the grantee [CamTran] or the Federal Government. In the event that the grantee [CamTran] determines that the award is to be made during the five day period following the local protest decision or the pendency of a protest, the grantee [CamTran] shall notify FTA prior to making such award. FTA will not review the sufficiency of the grantee's [CamTran] determination to award during the pendency of a protest prior to FTA's bid protest decision. FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.
- J. FTA ACTION. Upon receipt of the submissions, FTA will either request further information or a conference among the parties, or will render a decision on the protest.

BID PROTEST FOR STATE GRANT PROTEST PROCEDURES FOR SECTION 18/ACT 10, 16 (b) (2) AND SECTION 406/ACT 49; URBAN AND RURAL ACT 26 PROGRAMS

1. Protests Prior to Bid Opening

Any protests prior to bid opening must be submitted in writing and received by CamTran at least fifteen (15) calendar days prior to bid opening. This fifteen (15) calendar day deadline may be waived by CamTran for good cause shown. CamTran's response shall be in writing and set forth the reasons for its response. CamTran will postmark its response no later than seven (7) calendar days prior to bid opening, unless the fifteen (15) calendar day deadline had been extended as above. A bidder may submit further documentation on an adverse decision by CamTran, but no new issues will be considered.

A bidder may seek PENNDOT review of CamTran's determination. Such review shall merely be considered oversight reconsideration and shall not constitute adjudication by PENNDOT with respect to the rights of the bidder. Requests for such review must be initiated by the bidder in writing by sending a letter to CamTran, with a copy to PENNDOT, requesting PENNDOT review. The letter must be received by CamTran and PENNDOT a copy of all previous correspondence and other documentation pertaining

to the bidder's request for review. In conducting its review, PENNDOT will consider the complaint letter and correspondence and documentation provided by CamTran, as well as any additional information obtained through PENNDOT's specific requests to CamTran, bidder or other third party. PENNDOT will substitute its judgment for

that of CamTran, unless the matter specifically relates to state or federal laws, regulations or procedures.

Upon receipt of the letter requesting PENNDOT review, CamTran must immediately contact PENNDOT to determine if the bid opening should be postponed. If the bid opening is postponed, CamTran must notify all prospective bidders who have been furnished a copy of the specifications that a request for review has been received and that the bid opening is postponed until PENNDOT has issued its decision. Upon receipt of PENNDOT's decision, CamTran must issue an appropriate addendum rescheduling the bid opening.

A request for review may be withdrawn by letter from the bidder to CamTran, with a copy to PENNDOT, received at any time before PENNDOT has issued its decision.

PENNDOT's decision will be rendered by letter to CamTran, with a copy to the bidder, and will set forth the reasons for PENNDOT's decision.

2. Protests After Bid Opening

Protest after bid opening will be considered only as to issues which were not apparent before bid opening. After bid opening no protests of specifications will be considered.

Any protest after bid opening, including a protest of contract award, must be submitted in writing and received by the procuring agency within fifteen (15) calendar days of the action being protested. No other form of protest will be considered. After the time for protest or contract award has expired, these protest procedures will be considered to be inapplicable, and any disputes will be resolved by CamTran under contract provisions or other remedies, if available. Protests submitted to CamTran shall:

- a. Include the name and address of the protestor.
- b. Identify clearly the procurement under which the protest is being submitted.
- c. Identify the action being protested and provide sufficient detailed documentation to support the protest action.
- d. Indicate the action, ruling or relief desired from CamTran.
- e. CamTran is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of the procurement, including protests, contract defaults, disputes or breaches. The decision of CamTran as to protests shall be final and conclusive, unless, within fifteen (15) calendar days of the date a decision was rendered by CamTran, a written appeal of the same is

submitted by the bidder and received by CamTran, with a copy to PENNDOT. This will constitute a request for review by PENNDOT of CamTran's action. Such review shall merely be considered oversight reconsideration and shall not constitute adjudication by PENNDOT with respect to the rights of the bidder. CamTran must immediately furnish PENNDOT a copy of all previous correspondence and other documentation pertaining to the bidder's request for review. In conducting its review, PENNDOT will consider only the appeal letter and correspondence and documentation provided by CamTran, as well as additional information obtained through specific requests to CamTran, bidders, protestor or other third party. PENNDOT will not substitute its judgment for that of CamTran unless the matter specifically relates to state or federal laws, regulations or procedures. Any request for review shall, in addition to d above, include:

- A statement of the grounds for review and any supporting documentation, (The grounds for review must be fully supported, but PENNDOT will not consider additional material not submitted to CamTran unless specifically requested by PENNDOT).
- A copy of the protest filed with CamTran and copy of the CamTran's decision.

PENNDOT may request additional information from CamTran and/or the protestor. Additional information must be submitted as expeditiously as possible, but in no case later than ten (10) calendar days after the request.

If the request for review is submitted prior to award of the contract, CamTran will not award until the matter is resolved. If the contract has been awarded prior to the request for review, the contractor shall proceed diligently with the performance of the contract in accordance with CamTran's decision.

The decision of PENNDOT shall be set forth in writing with reasons stated for the decision. The parties to the review may mail or otherwise furnish to FTA (if applicable) a written appeal consistent with FTA Circular 4220.1F.

Procuring Agency address: Cambria County Transit Authority
502 Maple Avenue
Johnstown, PA 15901

PennDOT address: Pennsylvania Dept. of Transportation
Bureau of Public Transportation
Keystone Building
400 North Street

Harrisburg, PA 17120
Attn: Capital Grants Section

ATTACHMENT 13: INTERESTS OF MEMBERS OF OR DELEGATES TO 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, in accordance with the provisions of FTA Grant Agreement, Part II, Section 103(b).

ATTACHMENT 14: PROHIBITED INTEREST

No member, officer or employee of the Cambria County Transit Authority, during their tenure or one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

ATTACHMENT 15: DEBARRED BIDDERS

INELIGIBLE CONTRACTORS CERTIFICATION

The _____
(Name of bidder)

hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or Firms Currently Debarred or Suspended for Violations of Various Public Contracts Incorporating Labor Standards Provisions, and shall require this certification in all contracts and subcontracts with lower tier participants, as set forth in U.S. DOT regulations, "Government wide Debarment and Suspension (Non-procurement) and Government wide Requirements for Drug-Free Workplace (Grants)," 49 CFR Part 29.

Signature of Authorized Person Date

Printed or Typed name of signature above

Note: Failure to complete these forms and submit them with your bid will render the bid non-responsive

DEBARRED BIDDERS

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

The Lower-Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contractor), _____ certifies, by submission of this proposal, that neither it nor its principles 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-grantee or sub-recipient under FTA project, potential third party contractor, or potential contractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation of this proposal).

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) _____, 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 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature & Title of Authorized Official

The undersigned chief legal counsel for the _____ (Contractor) hereby certifies that the _____ (Contractor) has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Contractor's Attorney

Date

Applies to contractors/subcontractors between \$25,000 and \$100,000

Note: Failure to complete these forms and submit them with your bid will render the bid non-responsive

ATTACHMENT 16: FEDERAL CHANGES-49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA , 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.

ATTACHMENT 17: RECYCLED PRODUCTS 42 U.S.C. 6962, 40 CFR 247, Executive Order 12873 All contractor and subcontractor tiers

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 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.

ATTACHMENT 18: PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 31 U.S.C. 3801 et seq., 49 CFR Part 31 18 U.S.C. 1001, 49 U.S.C. 5307

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

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor 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.

ATTACHMENT 19: INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA CIRCULAR 4220.1F All Contracts

Incorporation of Federal Transit Administration (FTA) Terms - 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, dated November 1, 2008, 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**ATTACHMENT 20: NONDISCRIMINATION CLAUSE (PA)
§ 49.101. Nondiscrimination clause.**

During the term of this contract, Contractor agrees as follows:

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 or sex. 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 or sex. 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 nondiscrimination 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 or sex.

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 nondiscrimination 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 a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause that Contractor had 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 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 Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory 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 noncompliance 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 § 49.35 (relating to information concerning compliance by contractors). 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 nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. The terms used in this nondiscrimination 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.

ATTACHMENT 21: NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES:

- a. The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of 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 Owner, 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 the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ATTACHMENT 22: PROVISIONS FOR RESOLUTIONS OF DISPUTES, BREACHES, OR OTHER LITIGATION

Changes in Project Performance (*i.e.*, Disputes, Breaches, Defaults or Litigation). The Recipient agrees to notify FTA immediately, in writing, of any change in local law, conditions (including its legal, financial or technical capacity), or any other event that may adversely affect the Recipient's ability to perform the Project in accordance with the terms of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. The Recipient also agrees to notify FTA immediately, in writing, of any current or prospective major dispute, breach, default or litigation that may adversely affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations; and agrees to inform FTA, also in writing, before naming the Federal Government as a party to litigation for any reason, in any forum. At a minimum, the Recipient agrees to provide each notice to FTA required by this subsection of this Master Agreement to the FTA Regional Counsel for the Region in which the Recipient operates its public transportation system or implements the Project.