



CamTran, Johnstown, PA is soliciting price proposals from qualified offerors to provide Information Technology Support Services and welcomes you or your business to submit a proposal for the same. If interested, please review the attached information and proposal submittal procedures required by CamTran for consideration of you or your business.

REQUEST FOR PROPOSALS (RFP)

FOR

Information Technology (IT) Support Services

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

Sunday, January 15, 2017	Request for Proposal (RFP) Released/Advertised
Monday, January 23, 2017	Pre-Proposal Conference (Optional) 10 a.m. @ Maple Avenue address
Monday, January 30, 2017	Written questions from proposers due by 3:00 p.m. prevailing time
Friday, February 3, 2017	Written responses to questions issued by CamTran
Friday, February 10, 2017	Proposals due by 3 p.m. prevailing time
Week of February 13, 2017	Evaluation Committee meets/potential interviews
Friday, February 24, 2017	Anticipated contract award by Board of Directors
Friday, February 24, 2017	Notice to Proceed with effective start date of March 1, 2017

TABLE OF CONTENTS

Section 1-Instructions to Proposers	Page
1-1 Introduction.....	4
1-2 Project Description/Goals.....	4
1-3 Proposal Submission.....	5
1-4 Postponement or Cancellation of Request for Proposals.....	5
1-5 Proposal Signature.....	5
1-6 Addenda.....	6
1-7 Procurement Schedule.....	6
1-8 Pre-Proposal Conference (Optional).....	6
1-9 Questions/Inquiries and Clarifications.....	6
1-10 Interpretation of RFP and Contract Documents.....	7
1-11 Examination of RFP and Contract Documents.....	7
1-12 Cost of Proposals.....	8
1-13 Modification or Withdrawal of Proposals Prior to Submittal Date.....	8
1-14 Errors and Administrative Corrections.....	8
1-15 Compliance with RFP Terms and Attachments.....	8
1-16 Letter of Intent.....	8
1-17 Proposal Requirements.....	9
1-18 Collusion.....	10
1-19 Pricing.....	10
1-20 Rejection of Proposals.....	10
1-21 Protest Procedures.....	10
1-22 Proposal Alternatives.....	11
 Section 2-Proposal Evaluation & Agreement	
2-1 General.....	11
2-2 Eligibility.....	11
2-3 Evaluation of Proposals.....	12
2-4 Scoring and Evaluation Criteria.....	12
2-5 Competitive Range.....	13
2-6 Negotiations.....	13
2-7 Agreement.....	13
2-8 Execution of Agreement.....	13
2-9 Public Disclosure of Proposals.....	13
2-10 Conflicts of Interest and Non-Competitive Practices.....	14
2-11 Standard RFP Requirements.....	14

Section 3-Scope of Work	15
Attachments (Receipt)	24
Attachment A: Proposer Checklist.....	25
Attachment B: Price Proposal	26
Attachment C: Addendum Page.....	27
Attachment D: Affidavit of Non-Collusion	28
Attachment E: Disadvantaged Business Enterprise Certification.....	29
Attachment F: Affidavit of Disadvantaged Business Enterprise.....	30
Attachment G: Debarment Certification.....	31
Attachment H: Americans with Disability Act (ADA) Compliance.....	32
Attachment I: Contractor Integrity.....	33
Attachment J: Federal Lobbying Certification.....	36
Attachment K: Proposers Requests, Questions and Clarifications Form.....	37
Attachment L: CamTran IT Infrastructure.....	38
Attachment M: Service Level Agreement (SLA).....	39
Terms & Conditions	40
Civil Rights.....	40
CamTran Protest Procedures.....	41
Non-Collusion Statement.....	43
Pennsylvania Open Records Clause.....	44
No Federal Government Obligation to Third Parties.....	44
Program Fraud.....	44
Federal Changes.....	44
Access to Records.....	45
Termination.....	46
General and Federal Third Party Contract Provisions.....	47
Term Contract and Prices.....	48
Appropriation of Funds.....	49
Term Contract.....	49
Contract Renewal.....	49
Proposal	49
Resolution of Disputes, Breaches and Disputes.....	49
Lobbying.....	50
Clean Air.....	51
Clean Water.....	51
Fly America Requirements.....	51
Rights in Data.....	51
Patent Rights.....	53
Energy Conservation.....	53
Access Requirements Persons with Disabilities.....	53
Definition of Words and Terms.....	54

SECTION 1— INSTRUCTIONS TO PROPOSERS

1-1 Introduction

CamTran is seeking proposals from qualified offerors to provide IT Services. 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.

1-2 Project Description/Goals

Description:

- The purpose of this RFP is to clearly define the services required and the evaluation criteria to be used in the selection process.
- Interested firms should be qualified in the following areas: Network and server support; IT security including firewalls; all versions of Windows; Cisco software; network monitoring and data encryption; Server software administration; Desktop software support; cloud based technologies and project management; and IT Help Desk Software. (Note: CamTran currently utilizes Track-it! IT Help Desk Software but is open to other options.)
- The successful proposer(s) will perform in this capacity for a three (3) year time period from March 1, 2017 to February 28, 2020 with up to two (2) additional one-year options after that time.
- Attachment L provides a high level summary of CamTran's current Information Technology infrastructure, systems and services. This information is not guaranteed to be completely accurate. It is included to provide prospective contractors with a general idea as to the scope of support services needed.
- CamTran has four locations: Urban Office, 502 Maple Avenue, Johnstown, PA 15901; Transit Center, 551 Main Street, Johnstown, PA 15901; Rural Office, 1226 N. Center Street., Ebensburg, PA 15931; and the Johnstown Inclined Plane/Gift Shop, 711 Edgehill Drive, Johnstown, PA 15905.

Goals:

- Protect IT infrastructure, systems and services against current and emerging threats in the digital world.
- Safeguard critical business data against loss or corruption caused by accidental or malicious events.

- Ensure employee and other sensitive company information is protected from unauthorized access.
- Ensure IT infrastructure, systems and services are reliable (i.e., minimal downtime) and performing optimally.
- Make sure IT infrastructure, systems and services exemplify best practices, leverage advances in technology and meet the needs of the organization in a cost effective way.
- Create and maintain adequate documentation of IT infrastructure, systems, services and procedures.

1-3 Proposal Submission

The Proposer will submit one (1) original proposal with the originals of all the required paperwork along with four (4) hard copies of the proposal and the required paperwork. FAX copies will not be accepted. Oversize pages used for drawings or similar purposes are permitted. Each proposal, complete with the appropriate paperwork, will be bound together with the required RFP Cover Page and Proposer Checklist (Attachment A) included. The sealed package/envelope containing the proposal must be clearly marked with the words **Information Technology**. Proposers shall complete the Price Proposal form (Attachment B) and other applicable paperwork.

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs. CamTran solicits and encourages DBE participation. DBE's shall be afforded full consideration of their response and will not be subject to discrimination.

Proposers will be required to comply with all applicable non-discrimination, integrity and lobbying laws and regulations and to certify they are not on the Comptroller General's list of ineligible contractors. A copy of the full Request for Proposals (RFP) is available from CamTran by contacting Anne Covalt at 814-535-5526 ext. 201 or acovalt@camtranbus.com or available on the CamTran website at www.camtranbus.com.

IF PROPOSALS ARE MAILED, HAND DELIVERED OR SENT BY COURIER, DELIVER TO: CamTran, Procurement Department, 502 Maple Avenue, Johnstown, PA 15901. All RFP's must be submitted in hard copy in a sealed envelope with the RFP title, date and time of proposal submission deadline, as reflected above, clearly marked on the face of the proposal package.

1-4 Postponement or Cancellation of Request for Proposals

CamTran reserves the right to cancel the RFP at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submittal.

1-5 Proposal Signature

Each proposal shall include the RFP Cover Page signed by the Proposer submitting the proposal. The name and title of the Proposer shall be included following the signature.

1-6 Addenda

Receipt and review of Addenda by each Proposer must be acknowledged on the Addendum Page (Attachment C). All addenda must be signed and returned with each proposal.

1-7 Procurement Schedule

The following are key dates for this RFP (as shown on front page). CamTran is committed to adhering to this schedule, but reserves the right to make modifications as it deems necessary at its sole discretion.

Sunday, January 15, 2017	Request for Proposal (RFP) Released/Advertised
Monday, January 23, 2017	Pre-Proposal Conference (Optional) 10 a.m. @ Maple Avenue address
Monday, January 30, 2017	Written questions from proposers due by 3:00 p.m. prevailing time
Friday, February 3, 2017	Written responses to questions issued by CamTran
Friday, February 10, 2017	Proposals due by 3 p.m. prevailing time
Week of February 13, 2017	Evaluation Committee meets/potential interviews
Friday, February 24, 2017	Anticipated contract award by Board of Directors
Friday, February 24, 2017	Notice to Proceed with effective start date of March 1, 2017

1-8 Pre-Proposal Conference (Optional)

There will be a pre-proposal conference on Monday, January 23, 2017 at 10:00 a.m., at the CamTran facility located at 502 Maple Avenue, Johnstown, PA 15901.

1-9 Questions/Inquiries and Clarifications

Any questions or requests for clarification on any aspect of this RFP may be directed to:

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

Any interpretations of this RFP and any supplemental instructions will be in the form of a written Addendum, which will be forwarded to all prospective firms on record. No interpretation of the meaning of the specifications or other contract documents will be made to the bidders orally. Every request for such interpretation, clarification or approved equal shall be in writing (email is

preferred) and addressed to Thomas G. Sylvia at the contact information provided above. Such requests, to be given consideration, must be received by the due date above. All addenda shall become part of the contract documents and must be included in the proposal submission.

Prospective contractors should provide contact information to Tom Sylvia via email prior to the pre-bidders conference even if you don't plan on attending or participating. The contact information should provide the lead contractor name, primary contact name, telephone number and email address. The email provided will be added to the RFP distribution list used to distribute responses to inquiries and any RFP addenda which may be issued. Upon receipt of your email, you will be sent information on the location of the pre-bidders conference. The Proposer is required to show on all correspondence with CamTran the following: "Information Technology." **All communication must utilize the CamTran Requests, Questions and Clarifications form in Attachment K.** 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.

1-10 Interpretation of RFP and Contract Documents

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP, specifications, etc., must be requested in writing and with sufficient time allowed (a minimum of five (5) calendar days before the date set to receive proposals) for a reply to reach Proposers before the submission of their proposals. Any interpretation or change made will be in the form of an addendum to the RFP, specifications, etc., as appropriate, and will be furnished as promptly as is practicable to all parties to whom the RFP has been issued, but at least five (5) calendar days prior to the proposal due date. All Addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements or instructions given by CamTran before the award of the Contract will not be binding upon CamTran.

1-11 Examination of RFP and Contract Documents

Proposals should be reviewed for accuracy before submission to CamTran. CamTran will not be responsible for errors in any proposal. CamTran makes no representations or warranties express or implied as to the accuracy and/or completeness of the information provided in this RFP. This RFP, including all supplements, if any, is made subject to errors or omissions, withdrawal or cancellation without prior notice, and changes to, or additions to, same. Proposers are expected to examine the specifications, schedules and all instructions. Failure to do so will be at the Proposer's risk.

The submission of a proposal shall constitute an acknowledgment upon which CamTran may rely that the Proposer has thoroughly examined and is familiar with the solicitation and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or related. The failure or neglect of a Proposer to receive or examine such documents, statutes, regulations, ordinances or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFP, statutes, regulations, ordinances or resolutions.

1-12 Cost of Proposals

CamTran is not liable for any costs incurred by Proposers in the preparation, presentation, testing or negotiation of Proposals submitted in response to this solicitation.

1-13 Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals

At any time before the time and date set for submittal of proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified on the RFP Cover Page, provided their identity is made known and a receipt is signed for the proposal. All proposal modifications shall be made in writing executed and submitted in the same form and manner as the original proposal. Any proposal or modification of proposal received at CamTran's office designated in the solicitation after the exact time specified for proposal receipt will not be considered.

1-14 Errors and Administrative Corrections

CamTran will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers (BAFO). CamTran reserves the right to request an extension of the proposal period from a Proposer or Proposers.

CamTran reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the Proposer must be initialed by the person signing the proposal.

1-15 Compliance with RFP Terms and Attachments

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania as they may from time to time be in effect, without giving effect to any conflicts of law provisions. Any suit or proceeding arising out of, relating to or mentioning this Agreement shall be commenced only in the state or federal courts maintaining jurisdiction in Johnstown, Cambria County, Pennsylvania, and each party to this Agreement hereby consents to the jurisdiction and venue of the Court of Common Pleas of Cambria County.

1-16 Letter of Intent

CamTran will appoint an Evaluation Committee that will evaluate all submittal packages for completeness and compliance with the terms and conditions of the RFP. The Committee will review the qualifications of each submittal package and rank them based on defined evaluation criteria. CamTran reserves the right to conduct interviews for the top ranked contractors to establish final rankings. If interviews are deemed necessary, the top contractors will be invited to participate in an interview with the Committee. Once the contractor with the top rankings is established by the Committee, Camtran and the contractor will negotiate a contract for the Scope of Work. If a mutually satisfactory contract cannot be reached with the selected contractor, CamTran will enter into negotiations with the second place contractor. The successful Proposer shall be required to execute a Letter of Intent within (5) five days of notification of the Evaluation

Committee's decision to proceed with negotiations.

1-17 Proposal Requirements

The proposal should be a comprehensive, accurate and effective presentation and limited to a total of no more than 25 pages (including resumes). Each proposer should submit one (1) original and four (4) hard copies of its proposal. 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 RFP shall not be less than 10 pt. The proposal should be contained on 8-1/2" x 11" paper with numbered section/fold-outs (tabs) from this as may be required. The proposal shall be organized in the following fashion using tabbed, numbered separators for each section:

- Letter of Transmittal/Executive Summary: This section should introduce the lead contractor and summarize the contractor's interest in the project. Subcontractors should also be identified along with the areas of expertise for each. 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 RFP. (1 page maximum)
- Section 1- Overview of Proposer: Description of the IT Firm's history, size and specialty areas.
- Section 2- Project Management: This section should discuss the proposer's approach to project management including project communications, quality assurance, risk management, change management and documentation (2 pages maximum).
- Section 3- Proposed Approach and Methodology: This section should convey the contractor's understanding of the project and clearly delineate the proposed approach and methodology for carrying out the Scope of Work.
- Section 4- Resumes of the key personnel who may be expected to work with CamTran. The proposers should include an organizational chart.
- Section 5- A description of any proposed participation by a Disadvantaged Business Enterprise (DBE), if applicable.
- Section 6 - Price Proposal: (Attachment B) - The price proposal must encompass all tasks identified in the Scope of Work. CamTran requests that an annual flat price quote is provided on this form.
- Section 7 - Service Level Agreements (SLAs): Reference Attachment M for additional details on SLA.
- Section 7 - Required Clauses and Certifications
- Section 8 - Listing of at least three (3) professional references.

The proposal must be signed by an official authorized to bind the offer. Proposal must be valid for a period of ninety (90) days. Proposers to the RFP shall agree, by and in the submission of the

proposal, to hold the terms of their submission until the conclusion of the transaction. The proposal shall be accompanied by a letter of committal, signed by the Proposer or an individual authorized to enter into contracts on behalf of the Proposer. The letter of committal shall state that the offer is effective until an agreement is reached.

1-18 Collusion

The Proposer guarantees that the proposal submitted is not a product of collusion with any other Proposer and no effort has been made to fix the proposal price of any Proposer or to fix any cost element of any proposal price. Failure to submit the signed affidavit at the time proposals are due shall be grounds for disqualification of the Proposer's offer (Attachment D). If CamTran determines that collusion has occurred among Proposers, none of the proposals from the participants in such collusion shall be considered. CamTran's determination shall be final.

1-19 Pricing

Pricing information shall be provided on the Price Proposal Form (Attachment B).

1-20 Rejection of Proposals

CamTran reserves the right to reject any or all proposals and waive any minor informalities or irregularities.

1-21 Protest Procedures

Any protest or objection to the terms and condition will be submitted for resolution to CamTran's Executive Director (Reference page 41 for additional information). 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.

All protests based upon restrictive procedures, alleged improprieties, or similar situations prior to proposal opening must be submitted to CamTran's Executive Director no later than five (5) calendar days prior to the specified proposal opening date.

Protests arising after the opening of proposals based upon grounds that were known or should have been known will be submitted to CamTran's Executive Director within five (5) business days after notification of award. All protests will be considered by the Protest Review Board. The decision of the Protest Review Board is final. The Protest Review Board will consist of the Executive Director, the Controller and the Legal Counsel for CamTran. No further appeals will be considered by CamTran. The Proposer may file a protest with FTA provided that the proposal complies fully with the requirements of FTA Circular 4220.1F.

A. Review Process

Except as otherwise provided in this solicitation, any Protest concerning a question of fact arising under this solicitation which is not disposed of by agreement shall be decided by a Protest Board comprised of CamTran's Executive Director, the Controller and Legal

Counsel. This board shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the Proposer. The decision of the Protest Board shall be final, unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary and so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the successful Proposer shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a Protest hereunder, the successful Proposer shall proceed diligently with this transaction and in accordance with the Protest Board's decision.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in this solicitation shall be construed as making final the decision of any administrative official, representative or board on a question of law.

1-22 Proposal Alternatives

Proposals shall address all requirements identified in this solicitation. In addition, CamTran may consider proposal alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in CamTran's best interests. Proposal alternatives must be clearly identified.

SECTION 2 – PROPOSAL EVALUATION & AGREEMENT

2-1 General

The Evaluation Committee may elect to interview Proposers in order to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, the evaluation team may reevaluate the proposals of those firms interviewed. CamTran expects all offerors to fully cooperate with its evaluation process.

2-2 Eligibility

CamTran will enter into an agreement with the responsible and responsive Proposer based on the evaluation and award process described in this RFP. Selection of the successful Proposer shall be based on the Proposer's responsiveness to the requirements and conditions described in this RFP as deemed to be in the best interest of CamTran. CamTran reserves and may exercise the following rights and options with respect to this selection process:

- to request some or all of the prospective contractors to provide additional material, clarification, confirmation or modification of any information in the submission;
- to supplement, amend, substitute or otherwise modify this RFP any time prior to selection of one or more contractors for negotiation, and to cancel this RFP with or without issuing another RFP;
- to request that some or all of the proposing contractors modify proposals based on the review of all proposals;
- to terminate any negotiations at any time;

- to accept or reject at any time prior to the execution of a professional services contractual agreement all submissions and/or to withdraw the RFP without notice;
- to expressly waive any defect or technicality in any proposal;
- to solicit new proposals;
- to negotiate contract fees based on milestone payments;
- to assign any or all of the finalized and executed contract to a third party.

Subsequent to the selection of contractors for negotiations, the following, at the sole discretion of CamTran, may be treated as Events of Disqualification or Default of a particular contractor: the unilateral withdrawal by the contractor; failure to proceed substantially in accordance with the proposal as submitted; material misrepresentation, omission, or inaccuracy contained in any document submitted either with the contractor's proposal or subsequent hereto.

2-3 Evaluation of Proposals

The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each Proposer will be ranked in numerical sequence, from the highest to the lowest score. CamTran may then select the proposal that is considered to be the most advantageous to CamTran.

2-4 Scoring and Evaluation Criteria

The proposals received in response to this RFP will be evaluated based on the following criteria:

- Experience (30%):
The score assigned to this criterion will be based on the vendor's experience in providing support services similar to those requested as detailed in the response to the RFP and verified from vendor supplied references. This criterion will be assessed by considering the relevant experience and qualifications of the key personnel the vendor is committing to the project. Qualifications in the following areas are of particular interest: Software administration, network and server support, IT security, desktop support and project management. Transit related IT experience will be scored higher.
- Approach (15%):
Scoring of this criterion will be based on the prospective contractor's understanding of CamTran's needs represented in the Scope of Work and the proposed approach to addressing each of the 10 tasks beginning on page 15.
- Cost (35%):
The score for this will be based on the costs provided in the Price proposal (see Exhibit B).
- Service Level Agreements (SLAs)(10%):
The score for this criterion will be based on the vendor proposed response and resolution to SLAs.
- Completeness of responses to specific requirements of the RFP (5%).
- Execution of forms/clauses (5%).

A final contract for the Information Technology position is contingent upon approval of the recommendation to the Board of Directors of CamTran.

2-5 Competitive Range

The competitive range is determined through a preliminary evaluation of proposals, which applies the evaluation criteria as set forth above. The groups remaining in the competitive range may be invited to participate in additional evaluations, testing, Best and Final Offer (BAFO) or negotiations.

2-6 Negotiations

CamTran may undertake concurrent negotiations with Proposers determined to be within a competitive range. CamTran does, however, reserve the right to enter into an agreement based on the original proposal without any negotiations. The decision to enter into an agreement without negotiation may be made by CamTran if, in the sole opinion of CamTran, preliminary evaluation of the proposals received indicates that the best proposal has been received.

Concurrent negotiations with all Proposers whose proposals are within the competitive range may be conducted by CamTran. Negotiations may be entered with one or more Proposers to finalize contract terms and conditions. In the event negotiations are not successful, CamTran may initiate negotiations with the next ranking Proposer or reject all proposals. Upon completion of negotiations, the proposal that best meets the requirements of the RFP and ranks the highest evaluation score earned by its proposal based on the evaluation criteria shall be recommended to the CamTran's Board of Directors as the successful Proposer.

2-7 Agreement

Negotiation of an agreement will be in conformance with all applicable federal, state and local laws, regulations, rules and procedures. The objective of the negotiations will be to reach an accord on all provisions of the proposed agreement.

2-8 Execution of Agreement

The Proposer to whom CamTran intends to enter into an agreement with shall sign the agreement and return it to CamTran. Upon authorization by CamTran's Board of Directors, or designee, the agreement will be countersigned.

2-9 Public Disclosure of Proposals

CamTran is subject to the Pennsylvania Right to Know Law. Therefore, the contents of this RFP and the Proposers proposal submitted in response to this RFP shall be considered public documents and are subject to the Pennsylvania statutes. As such, all proposals submitted to CamTran will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged or confidential information or data is included in the Proposer's proposal, each page that contains this information or data should be marked as such

(e.g., “Proprietary,” “Business Secret,” or “Competition Sensitive”) in order to indicate your claims to an exemption provided in the Pennsylvania statute. After being reviewed by CamTran’s legal counsel, it is CamTran’s sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Pennsylvania statutes.

All data and documentation developed as a result of any agreement shall become the property of CamTran.

2-10 Conflicts of Interest and Non-Competitive Practices

Conflict of Interest – Proposer, by submitting a proposal to CamTran, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree under this agreement and that it shall not employ any person or agent having any such interest. In the event that the Proposer or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to CamTran and take action immediately to eliminate the conflict or to withdraw from this agreement, as CamTran may require.

Contingent Fees and Gratuities – Proposer, by submitting a proposal to CamTran has thereby covenanted that no person or agency except bona fide employees or designated agents or representatives of Proposer has been or will be employed or retained to solicit or secure this with an agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Proposer or any of its agents, employees or representatives, to any official, member or employee of CamTran or other governmental agency with a view toward securing this award or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to this agreement.

2-11 Standard RFP Requirements

In order to facilitate the submission of complete proposals, proposers should consider the following items in preparation of their submissions (this checklist is not required to be submitted with the proposal):

- Request for proposals received and thoroughly read.
- Questions concerning the solicitation documents and project in general submitted to CamTran by 3:00 p.m. on Monday, January 30, 2017.
- Proposal prepared including the following elements:
 - Description of the proposer's understanding of the RFP.
 - Experience statement including a description of at least three similar clients with reference contact information.
 - Description of personnel to be assigned to the project.
 - Description of subcontractors (if any) to be assigned to the project.
 - Description of involvement by Disadvantaged Business Enterprise (DBE) if applicable.

The appropriate forms have been executed by an authorized official of the proposer and included in the proposal.

SECTION 3 SCOPE OF WORK

3.0 Scope of Work

Prospective vendors should clearly address the 10 tasks defined in this scope of work. The response should describe the vendor's approach to each task along with relevant skills and prior experience. From a costing perspective, the tasks defined in this scope will fall into one of the following labor categories. The prospective vendor should provide a flat monthly rate for providing these services in the Price Proposal (see Attachment B). This rate will apply throughout the duration of the contract.

Category I - Ongoing Services and Support

This category includes the work described in Tasks 3, 4, 5, 6, 7, 8 and 10.

Category II – Initial Assessment

This category includes the initial assessment of CamTran's infrastructure, systems, services, processes, practices, policies and documentation described in Task 1.

Category III - Periodic Project Work

This category includes efforts to enhance CamTran's current IT documentation described in Task 2, other efforts that arise out of the initial assessment performed in Task 1 and special project work detailed in Task 9. Special projects will typically require a variety of skill sets. The prospective contractor should consider the following staff description positions when considering pricing.

- Administrative Staff
Administrative staff are those staff who provide project support services such as document preparation.
- Technical Staff
Technical staff are those team members who are responsible for completing technical project tasks. These individuals should have a strong technical background as reflected by their experience and educational backgrounds. In most projects, technical staff members would be expected to complete the majority of the work.
- Senior Technical Staff
Senior technical staff are technical staff with extensive experience that possess highly specialized skills. Staff members in this classification typically perform very specific tasks which require a high level of expertise. These staff also typically oversee the work of technical staff.
- Project Manager
Project managers oversee the project, monitor schedule and budget adherence and play a liaison role with CamTran's senior management.

Pricing for all project work completed as a part of Task 2 or Task 9 should be based on these 4 staff classifications and will apply throughout the duration of the contract.

Task 1 – Initial Assessment

A. Assessment:

The selected vendor will assess CamTran's IT infrastructure, systems, services, practices and policies to identify deficiencies and opportunities for improvement. Specifically, the vendor will evaluate the following areas:

i. Security

The selected vendor will review CamTran's current security infrastructure, systems, practices and policies in order to identify any security vulnerabilities which exist and opportunities to reduce risks to CamTran's resources and data. The evaluation should include an assessment of CamTran's current:

- Firewall technologies (hardware, software and configuration) used to prevent the unauthorized access to CamTran's computer systems and data.
- Monitoring technologies and practices used to detect and log attempts to access CamTran's computer systems and data by unauthorized individuals both internal and external to the organization.
- Data encryption technologies and policies used to protect employee data and other sensitive information.

ii. Segregation of IT Functions

The selected vendor will make recommendations for segregating IT functions in order to minimize the potential for conflicts of interest, the misuse of sensitive data, fraudulent behavior and the intentional sabotage of CamTran's IT resources and data.

iii. System Robustness

The selected vendor will work with CamTran to define critical business needs and recovery time objectives. The vendor will evaluate CamTran's current IT infrastructure, systems, services and processes to determine whether appropriate steps have been taken to minimize system and service outages and to limit the impact of outages if they occur. The vendor will also determine whether critical business needs and recovery time objectives are currently supported.

iv. Data Backup

The vendor should assess CamTran's current onsite and offsite backup procedures to ensure vital data is safeguarded and that CamTran's critical business functions and recovery time objectives are fully supported.

v. Maintenance Costs

The vendor should identify opportunities to reduce the ongoing maintenance costs associated with CamTran's IT Infrastructure, systems and services.

vi. Value to Operations

The selected vendor will identify opportunities to increase the value of CamTran's IT infrastructure, systems and services to operations. Specifically, the vendor will identify improvements which would increase the efficiency and effectiveness of operations.

vii. IT Technology Plan

The selected vendor will update the existing CamTran Technology Plan as per Federal

Transit Administration (FTA) and PennDOT guidelines as appropriate.

B. IT Documentation:

The selected vendor will review CamTran's existing IT documentation to determine whether it meets generally accepted industry standards. Specifically, the vendor should evaluate the following areas:

i. Systems Documentation

Systems documentation is intended to serve as a reference document for CamTran's IT infrastructure, systems and services. This documentation should include the information needed by any qualified IT services contractor with no prior exposure to CamTran's IT infrastructure, systems and services to step in on short notice and support CamTran's IT needs. The data elements should include but not be limited to the following:

- A listing of internal IP addresses including device nodes
- A listing of static external IP addresses
- Administrative user names and passwords
- Recurrent maintenance procedures and other activities that need to be performed in order to keep CamTran's IT infrastructure, systems and services fully operational. The vendor will be responsible for troubleshooting/fixing applicable IT infrastructure with CamTran staff as applicable.
- Diagrams (CAD or Visio) detailing the physical and logical network structure.
- Contact information for all of CamTran's IT infrastructure, systems and service vendors
- A list of recurrent IT issues along with known workarounds

ii. IT Risk Assessment

The selected vendor will assess CamTran's current policies and procedures to ensure evolving IT risks are periodically reviewed and addressed. These IT risk assessment procedures should be in line with industry standards where they exist and reflective of CamTran's current IT infrastructure, systems and services.

iii. IT Security Plan and Security Policies

The selected vendor will review any existing security plans and policies to determine whether they are in line with generally accepted industry standards and are protective of CamTran's IT resources and data.

iv. IT Disaster Recovery Plan (DRP)

The selected vendor should review CamTran's current DRP policies and procedures, where they exist, to ensure they meet generally accepted industry standards. The IT DRP should include the following:

- Interim procedures to ensure critical activities can be completed during an interruption in CamTran's IT infrastructure, systems or services.
- A listing of CamTran's infrastructure components, systems and services ordered by criticality.

- Designation of individuals responsible for each element of the IT DRP along with a clear description of their roles.
- Test procedures and frequencies designed to periodically verify the effectiveness and reliability of the IT DRP.
- The identification of an alternate processing site(s)
- A method for documenting and storing IT DRP test results.

v. Data Backup

The vendor should review any existing documentation to ensure data backup procedures are fully documented and up to date. The documentation should include, but not necessarily be limited to the following:

- Restoration procedure(s) which describe how data is recovered from onsite and offsite backup locations.
- Test procedures designed to periodically verify the integrity and reliability of the backups and the restoration procedures. The test procedures should include test frequencies.
- A method for documenting and periodically reviewing data backup and restoration test results.

vi. Hardware and Software Inventory

The vendor will ensure that a hardware and software inventory is in place and up to date.

C. Summary Report:

Within 8 weeks of contract execution, the vendor will deliver a summary report which itemizes assessment findings and recommendations.

Task 2 – Establish or Upgrade IT Documentation

Based on the findings of Task 1B, the vendor will work with CamTran to develop a scope, schedule and budget for enhancing existing documentation and, where necessary, creating new documentation in order to achieve generally accepted industry standards and the goals of CamTran. All IT documentation produced and managed by the vendor is ultimately the property of CamTran. Current versions of all CamTran's IT documentation should be clearly organized and accessible to CamTran's personnel in both hardcopy and electronic format at all times.

Task 3 – Maintenance of IT Documentation

- A. The selected vendor will maintain CamTran's IT documentation and ensure it is kept current. This documentation will include the documentation listed in Task 1b.
- B. The selected vendor will work with CamTran's IT coordinator(s) to ensure that IT documentation is accessible to CamTran's personnel at all times in both electronic and hardcopy format.
- C. The selected vendor will maintain logs to document all changes to IT infrastructure, systems and services. These logs should identify the affected device, system or service and should include changes to hardware or software configuration, installation of new devices and software and updates to existing software including operating systems. As with other IT documents, these logs

should be clearly organized and assessable to CamTran's personnel at all times in both hardcopy and electronic format.

- D. Copies of CamTran's documentation that is kept at the vendor's location will be protected in accordance with industry standards to safeguard and protect CamTran's information from unauthorized access, improper use and accidental destruction.

Task 4 – IT Systems Administration

A. Network Infrastructure

The vendor will support CamTran's network infrastructure including routers, modems, switches, firewalls and universal power supplies.

- i. The vendor will ensure all network components are properly configured and maintained and that all firmware is up to date.
- ii. The vendor will monitor the network including network performance so that issues are identified in a timely fashion.
- iii. The vendor will actively monitor the network for attempted unauthorized access and other attacks.
- iv. The vendor will resolve all issues with the network infrastructure in accordance with the agreed upon SLAs.
- v. The vendor will provide on-site staff at CamTran for two half days per week (8 hours per week), at 4 hours per shift, generally Tuesday and Thursday mornings - 8 a.m.-12:00 p.m. The primary location will be at the Urban Office at 502 Maple Avenue, Johnstown, PA 15901 but can change periodically depending on work requirements.
- vi. The vendor must provide access to 24 hour support, including an after-hours on-call number and on-site support when requested. (Could be for Urban, Transit Center, Rural or Inclined Plane/Gift Shop locations).
- vii. The vendor will provide extra staff for various projects when required (i.e. new server deployments, software upgrades, new equipment deployments, etc.)
- viii. The vendor will coordinate and perform as the liaison for other CamTran transit specific software and equipment (i.e. Fleetnet, AVAIL, Ecolane, etc.) with various third party vendors as required.

B. Critical Services

The vendor will support all critical IT services including Internet, telecommunication and email. While, it is understood the selected vendor does not have complete control over these services, the vendor is expected to work diligently on CamTran's behalf with applicable service vendors to ensure any loss or degradation in service is addressed in accordance with recovery time objectives.

- i. The vendor will monitor Internet services to ensure interruptions in service or degradations of service are identified in a timely manner.
- ii. The vendor will work with CamTran's Internet Service Provider(s) (ISP) to restore any interruption or degradation in service.

- iii. The vendor will work with CamTran's phone service provider(s) to resolve any interruption or degradation in service.
- iv. The vendor will work with CamTran's email provider(s) to resolve any interruption or degradation in service.

C. Server Administration

The vendor will support all of CamTran's servers (physical and virtual).

- i. The vendor will monitor servers including server performance to identify issues in a timely fashion.
- ii. The vendor will ensure all servers are properly configured and maintained.
- iii. The vendor will ensure that antivirus software is installed and fully operational on all servers.
- iv. The vendor will ensure that all updates and patches to firmware, operating systems, antivirus software and business applications are installed in an automated and timely fashion.
- v. The vendor will resolve any issues with CamTran's servers in accordance with the agreed upon SLAs.

D. Network Devices

The vendor will support all network printers, copiers and other networked devices.

- i. The vendor will ensure all network devices are properly configured and maintained and that all firmware is up to date.
- ii. The vendor will resolve any issues with network devices in accordance with the agreed upon SLAs.

E. Remote Access

The vendor will support CamTran's VPN(s).

- i. The vendor will ensure that CamTran's VPN is configured correctly.
- ii. The vendor will work with CamTran's personnel to resolve issues with remote access in accordance with the agreed upon SLAs.

Task 5 – Desktop Administration and Support

The selected vendor will work with CamTran's IT coordinator(s) or their designated backup to maintain all CamTran's workstations (both physical and virtual) and laptops. The vendor can assume that CamTran's IT coordinator(s) will work with the vendor to perform routine maintenance, configuration changes and software installations and upgrades. Consequently, many desktop support issues will not require vendor personnel to be onsite. However, the vendor is expected to provide CamTran's IT coordinator(s) with remote support and onsite support as needed. The selected vendor is expected to be available to provide desktop support services each weekday from 8:00 a.m. through 5:00 p.m. excluding federal holidays.

- A. The vendor will ensure that antivirus and malware software is installed and fully operational on all workstations and laptops.
- B. The vendor will use an automated management system to ensure that all updates and patches to operating systems and antivirus software are applied at industry accepted frequencies.

- C. The selected vendor will work with CamTran's IT coordinator(s) to identify new patches and upgrades which become available for CamTran's business software applications. The vendor will work with CamTran's IT coordinator(s) to schedule the installation of patches and upgrades to CamTran's business software applications based on the criticality of the upgrade and CamTran's specific needs.
- D. The vendor will provide end user support to resolve issues related to installed applications and the operating system on CamTran's workstations and laptops in accordance with the agreed upon SLAs.
- E. The vendor will resolve issues related to local peripheral devices including printers and scanners in accordance with the agreed upon SLAs.

Task 6 – Data Backup and Disaster Recovery

The vendor will ensure that CamTran has the systems and processes in place to recover from system failures and loss of data. Deficiencies in the current systems and processes should be identified in Task 1.

- A. Update required systems and processes to ensure CamTran can recover IT systems, services and data in a timely fashion.
- B. Perform periodic testing to ensure data backup and disaster recovery processes are reliable and operational.
- A. Testing results should be included in monthly service summary reports (see Task 10).

Task 7 – Reporting and Tracking Support Tickets

The selected vendor will prioritize, log and track all support requests submitted by the Authority's IT coordinator(s) or designated backup and all issues identified by the vendor through monitoring or other means.

A. Reporting Issues

The vendor will provide a procedure for CamTran's IT coordinator(s) to submit end user requests for support. For critical issues, the vendor should provide a means by which CamTran can report the issue by phone. The vendor will work to respond and resolve the issue within the agreed upon Service Level Agreements (SLAs). In their response, the vendor should alert CamTran's IT coordinator(s) as to the priority assigned to the request along with an estimated resolution time.

B. Logging Issues

The vendor will log all issues submitted as support requests or identified through monitoring or other means. At a minimum, the vendor should create a unique tracking number for the issue, log the date and time the issue was reported or identified and include a description of the issue along with its assigned priority.

C. Tracking Issues

The vendor will track all issues until they are fully resolved. If an issue is not going to be resolved within the agreed upon SLAs, the CamTran IT coordinator should be notified and an updated estimate of the time to resolve the issue should be provided.

D. Resolving Issues

When an issue is resolved, the CamTran IT coordinator(s) or designated backup should be

notified and asked to confirm that the problem has indeed been addressed. The issue should be closed once the CamTran IT coordinator(s) has confirmed the resolution was successful.

E. Ticket Tracking Data

The ticket tracking system will serve as a knowledge base for resolving future issues. The data contained in the ticket tracking system is CamTran's property. The ticket tracking information should be provided to the CamTran's IT coordinator(s) monthly in the form of an Excel workbook or Access database or similar reporting format.

Task 8 – Work with Third Party Vendors to Resolve Issues

The selected vendor will serve as CamTran's primary point of contact for all issues related to IT infrastructure, systems and services. Sometimes issue resolution will require the interaction with third party vendors (e.g. Internet, email, telephone and building security services) and at times it may be unclear where the issue lies. The selected vendor will be responsible for ensuring SLAs are met and, consequently, they are expected to work with third party vendors to establish where the issue lies and ensure a prompt resolution occurs. When the issue is confirmed to be with a third party vendor, the SLAs will not apply but the selected vendor will be expected to act diligently on CamTran's behalf to expedite resolution and perform appropriate notifications in accordance with Task 10.

Task 9 – Support New Technology Initiatives and Special Projects

The selected vendor will be expected to provide CamTran support on a wide variety of IT related initiatives that do not fall within the scope of the ongoing service and support described in Tasks 3, 4, 5, 6, 7, 8 and 10. For each project, the vendor will work with CamTran to define the scope and schedule for the work and to define which tasks will be completed by CamTran's IT coordinator(s) and which tasks will be completed by the vendor. Based on the established scope, the effort should be broken out according to the 4 staff classifications defined at the beginning of this scope of work.

A. Consulting Services

The selected vendor will provide services comparable to a Chief Information Officer (CIO) helping CamTran to plan IT projects which will advance organizational objectives. The selected vendor will also provide IT expertise in support of various technology projects

B. Project Research

The selected vendor will conduct research as needed to support special technology initiatives.

C. Work with Third Party Vendors to Implement New Technologies

The selected vendor will work with third party vendors to implement new technologies where the new technologies rely on CamTran's IT infrastructure, systems or services.

D. Installation and Configuration of Planned IT Infrastructure and Software Acquisitions

The selected vendor will support planned efforts to expand or upgrade CamTran's IT infrastructure and software. These efforts do not include unplanned replacements and reinstallations. Unplanned replacements and reinstallations are considered part of ongoing service and support.

- i. The selected vendor will provide specifications for planned IT hardware and software purchases. CamTran's IT coordinator(s) will procure hardware and software based on the specifications provided.
- ii. The selected vendor will install and configure new hardware and software as needed. Hardware will include servers, workstations and laptops, desktop printers, network hardware components and networked devices.

Task 10 – Project Management

The vendor will identify a single point of contact who will serve as the project manager for the contract. The project manager will also be involved in budget planning, project oversight and planning and will attend meetings as required.

A. Invoices

The vendor will submit monthly invoices to CamTran. Ensure that all applicable travel costs are included. Mileage will be reimbursed at the applicable GSA Reimbursement Rate. Each invoice will break out Category I, II and III tasks separately. In addition, if there are multiple Category III projects invoiced in a given month, they should be broken out separately.

B. Monthly Service Summary Reporting

With each invoice, the vendor will submit a monthly service summary report due by the 15th of the following month. The report should include the following items:

- i. A summary of all services provided.
- ii. An evaluation of SLA performance over the period including overall SLA performance for the contract to date.
- iii. Results of periodic testing of data backup and disaster recovery procedures.

C. Quarterly Planning and Budgeting

The vendor will participate in a quarterly planning and budgeting meeting with CamTran's executive team.

D. Critical Issue Notifications

The vendor will work with CamTran to develop a notification procedure that will be used to provide initial notification and periodic status updates to designated CamTran personnel for any critical issues. CamTran should be notified of critical issues within 30 minutes of the time the issue is identified. Status updates will be provided every 2 hours until it is resolved.

ATTACHMENTS

THE UNDERSIGNED ACKNOWLEDGES **RECEIPT** OF THE FOLLOWING ATTACHMENTS TO THE RFP:

Attachment A:	Proposer Checklist
Attachment B:	Price Proposal Form
Attachment C:	Addendum Page
Attachment D:	Affidavit of Non-Collusion
Attachment E:	Disadvantaged Business Enterprise Certification
Attachment F:	Affidavit of Disadvantaged Business Enterprise
Attachment G:	Debarment Certification
Attachment H:	Americans with Disability Act (ADA) Compliance
Attachment I:	Contractor Integrity
Attachment J:	Federal Lobbying Certification
Attachment K:	Proposers Requests, Questions and Clarifications Form
Attachment L:	CamTran IT Infrastructure
Attachment M:	Service Level Agreement (SLA)

Signature of the Authorized Person

Title and Date

NOTE: Failure to complete this form and submit it with your bid will render the bid non-responsive

ATTACHMENT A: PROPOSER CHECKLIST

(To verify that all necessary documents are included)

		Proposer Check Off	CamTran Check Off
Cover Letter		_____	_____
RFP Cover Page		_____	_____
Receipt (page 24)		_____	_____
Attachment A:	Proposer Checklist	_____	_____
Attachment B:	Price Proposal Form	_____	_____
Attachment C:	Addendum Page	_____	_____
Attachment D:	Affidavit of Non-Collusion	_____	_____
Attachment E:	DBE Certification	_____	_____
Attachment F:	Affidavit of DBE	_____	_____
Attachment G:	Debarment Certification	_____	_____
Attachment H:	ADA Compliance	_____	_____
Attachment I:	Contractor Integrity	_____	_____
Attachment J:	Federal Lobbying Certification	_____	_____
Attachment K:	Proposers Request, Questions	_____	_____
Attachment L:	CamTran IT Infrastructure	_____	_____
Attachment M:	Service Level Agreement (SLA)	_____	_____

1/13/2017

ATTACHMENT B: PRICE PROPOSAL

Complete the following information:

Note: One original and four (4) copies of this form to be submitted with the proposal package.

Information Technology Support Services

The ten tasks are covered in Section 3-Scope of Work. CamTran is requesting that the proposer submits flat rate annual pricing for the first three (3) years and the two one (1) year options.

Year #1 \$ _____

Year #2 \$ _____

Year #3 \$ _____

Year #4 \$ _____ (Option year #1)

Year #5 \$ _____ (Option year #2)

DATED: _____

Company Name

BY: _____

Printed Name

Title

Signature

Address (Street, City, State, Zip)

Telephone (Area Code and Phone Number)

Email

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

ATTACHMENT C: ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Documents.

(Give number and date of each)

Addendum Number_____Dated_____

Addendum Number_____Dated_____

Addendum Number_____Dated_____

Addendum Number_____Dated_____

Addendum Number_____Dated_____

Addendum Number_____Dated_____

Addendum Number_____Dated_____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Proposal, which will require rejection of the proposal.

Signature

Title

ATTACHMENT D: AFFIDAVIT OF NON-COLLUSION

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

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

Signed: _____

Company Name: _____

Subscribed and sworn before me

This _____ day of _____ 20____.

Notary Public

My commission expires: _____

Proposer's E. I. Number: _____
(Employer's Quarterly Federal Tax Return No.)

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

ATTACHMENT E: DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

Policy: It is the policy of the U.S. Department of Transportation and the Pennsylvania Department of Transportation that DBE's as defined in 49 CFR Part 26 as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal and/or Commonwealth funds under the agreement which results from the Purchaser's acceptance of the proposer's offer. Consequently, the DBE requirements of 49 CFR Part 26, as amended, apply to that agreement.

DBE Obligation: The bidder/contractor agrees to ensure that DBE's as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the agreement which results from the Purchaser's acceptance of the proposer's offer. In this regard, all bidders/contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Bidders/contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from CamTran. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify CamTran whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CamTran.

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

Signature: _____ Date: _____

Title: _____

Firm: _____

ATTACHMENT F: AFFIDAVIT OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

I HEREBY DECLARE AND AFFIRM that I am the _____ and the duly authorized representative of (the firm of) _____ doing business at _____ (include address, city, state and zip code). _____

I HEREBY DECLARE AND AFFIRM that the above business is: (check as appropriate)

- _____ A firm that is at least 51% owned by one or more individuals who are disadvantaged as defined in 49 CFR Part 26, Subpart D, or
_____ A corporation in which at least 51% of the stock is owned by one or more disadvantaged individuals as defined in 49 CFR Part 26, Subpart D.

And that such firm or corporation has been organized/incorporated since _____, ____ and is controlled by one or more individuals defined as disadvantaged in 49 CFR Part 26, Subpart D.

FURTHERMORE, I HEREBY DECLARE AND AFFIRM that I will provide such additional information as requested by the Cambria County Transit Authority to document this fact as provided for in 49 CFR Part 26, Subparts D and E.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

AFFIANT: _____

DATE: _____

On this _____ day of _____, _____, before me, _____, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public)

My Commission Expires _____ (SEAL)

STATE OF: _____

COUNTY/CITY OF: _____

ATTACHMENT G: DEBARMENT CERTIFICATION

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Commonwealth, the Federal Government or other states. Reference 49 CFR Part 29, Executive Order 12549.

(2) Have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) Have not within the preceding three-year period had one or more public transactions (Federal, State or Local) terminated by cause or default.

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

Signature: _____ Date: _____

Title: _____

Firm: _____

ATTACHMENT H: AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

- 1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- 2) U.S. DOT regulations, "Nondiscrimination on the basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- 3) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- 4) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and
- 5) Local Government Services," 28 C.F.R. Part 35;
- 6) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- 7) General Services Administration regulations, "Construction and Alteration of Public Buildings,"
- 8) "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-19;
- 9) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- 10) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- 11) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- 12) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

DATE: _____ FIRM NAME: _____

BY

SIGNATURE & TITLE: _____

ATTACHEMENT I: CONTRACTOR INTEGRITY

It is essential that those who seek to contract with CamTran observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the CamTran procurement process. In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of integrity during the performance of this agreement and shall take no action in violation of state or federal laws or regulations, or other requirements applicable to the Contractor or that govern contracting with the Commonwealth of Pennsylvania ("Commonwealth") and/or CamTran.
2. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any CamTran or Commonwealth employee to breach the standards of ethical conduct for employees or to breach any other state or federal law or regulation.
3. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a CamTran or Commonwealth official or employee or to any other person at the direction or request of any CamTran or Commonwealth official or employee.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a CamTran or Commonwealth official or employee, the acceptance of which would violate the applicable code of conduct or any statute, regulation, statement of policy, management directive or any other published standard of CamTran or the Commonwealth.
5. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any official or employee of CamTran or the Commonwealth.
6. Contractor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
7. Contractor shall not have financial interest in any other contractor, subcontractor or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to CamTran in writing at the time of bid or proposal submission and CamTran consents to the Contractor's financial interest prior to CamTran execution of the contract.
8. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract, or secured by Contractor from a third party in connection with the performance of this contract, without the prior approval of CamTran, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104; necessary for purposes of Contractor's internal assessment and review; or otherwise required by law.
9. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of the commission of embezzlement, theft, forgery, bribery or destruction of public records; commission of fraud or other improper conduct associated with obtaining, attempting to obtain or performing a public contract; violation of any federal or state law regulating campaign contributions; violation of any federal or state environmental law; violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards, discrimination in wage, or child labor violations; violation of any federal or state law prohibiting discrimination in employment;

debarment by any agency or department of the federal government or by any other state.

Contractor acknowledges that CamTran may, at its sole discretion, terminate the contract for cause upon such notification or when CamTran otherwise learns that contractor has been officially notified, charged or convicted.

10. Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law.
11. When Contractor has reason to believe that any breach of ethical standards as set forth in law or in these provisions has occurred or may occur, Contractor shall immediately notify the CamTran contracting officer in writing.
12. Contractor, by submission of its bid or proposal and/or execution of this agreement and by the submission of any bills or invoices for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
13. Contractor shall cooperate with the Cambria County Controller or the Office of State Inspector General in its investigation of any alleged CamTran or Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the request of the Controller or the Inspector General, shall provide or make promptly available for inspection and copying, any information of any type or form deemed relevant by the Controller or the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
14. For violation of any of the above provisions, CamTran (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred to debar and suspend the Contractor from doing business with CamTran or Commonwealth. These rights and remedies are cumulative, and the use or no-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those CamTran and the Commonwealth or CamTran may have under law, statute or regulations.
15. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this paragraph:
 - a. "Confidential information" means information that is not already in the public domain; is not available to the public upon request; is not or does not become generally known to the Contractor from a third party without an obligation to maintain its confidentiality; has not become generally known to the public through an act or omission of the Contractor; or has not been independently developed by Contractor without the use of confidential information of the Commonwealth of Pennsylvania or CamTran.
 - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth or CamTran, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal or contractual terms, CamTran shall be deemed to have consented by virtue of execution of this contract.
 - c. "Contractor" means the individual or entity that has entered into this agreement with CamTran, including those directors, officers, partners, managers and owners having more than five percent (5%) interest in the Contractor.

- d. "Financial Interest" means:
 - (1) Ownership of more than five (5%) percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee or holding any position of management.
- e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or contracts of any kind.
- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

CONTRACTOR: _____

BY: _____
Signature

Print Name

Date

ATTACHMENT J: FEDERAL LOBBYING CERTIFICATION

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
(Signature of Company Official)

(Date)

(Official's Title)

1/13/2017

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

Information Technology

All requests, questions and clarifications must be submitted in writing and received on or before 3 p.m., Monday, January 30, 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., Monday, January 30, 2017 to:
tsylvia@camtranbus.com**

ATTACHMENT L: CAMTRAN IT INFRASTRUCTURE

#	Category	Estimated Total Quantity	Ebensburg	Johnstown
1	Network Infrastructure			
2	Switches	6	2	4
3	Routers	2	1	1
4	Modems	2	1	1
5	Firewall appliance	3	1	2
6	Wireless access points	13	5	8
7	Networked Devices			
8	Physical servers	5	2	3
9	Virtual servers	5	1	4
10	Printers	35	8	27
11	Multifunction copiers	2	1	2
12	Desktop Assets			
13	Workstations	46	13	33
14	Laptops	6	2	4
15	HDX Terminals	0	0	0
16	Printers	20	0	20
17	Software-offices			
18	Operating System(s) Win 7	62	24	38
19	Operating System(s) Win 10	1		1
20	Operating System(s)			
21	Operating System(s)			
22	Operating System(s)			
23	Antivirus Software: Symantec Cloud	62	24	38
24	Business Applications Include: FleetNet	21	6	15
25	Business Applications Include: Avail	6	2	4
26	Business Applications Include: MS Office 2010	62	24	38
27	Business Applications Include: VideoInsight	14	4	10
28	Services (i.e cable based internet, etc.)	3	1	2
29	Phone system (s) VoiP/Shoretel	84	14	70
30	Phone system (s)			
31	Software-			
32	Vehicle IT Infrastructure:	30	30	0
33	# of vehicles	65	27	38
34	Fixed Route Vehicles:		11	
35	Software:		N/A	
36	Paratransit Vehicles:		16	
37	Software: Ecolane		30	

ATTACHMENT M-SERVICE LEVEL AGREEMENT (SLA)

Issue Priority	Response Time	Resolution Time
Critical		
High		
Low		

The scope of work includes ongoing support for issues with CamTran's IT Infrastructure, systems and services (i.e., Category I tasks). These issues include support requests initiated by CamTran and issues identified by the vendor through automated monitoring activities and other means. The contract will include response time and resolution time SLAs based on the priority of the issue. Respondents should include proposed response and resolution time SLAs for critical, high and low priority issues as defined below. The selected vendor will be expected to meet these SLAs at least 95% of the time.

Critical issues are characterized as follows:

- Impact Critical IT infrastructure, systems or services and do not have a viable work around.
- Impact more than one staff member's ability to perform his or her job functions.
- Impact critical and time sensitive business functions.

High issues are characterized as follows:

- Impact Critical IT infrastructure, systems or services but for which there is a viable work around.
- Impact a single staff member's ability to perform his or her job functions.
- Impact critical and time sensitive business functions but for which there is a viable work around.

Low issues are characterized as follows:

- Minor impact to IT infrastructure, systems or services.
- Nuisance problems that affect a single staff member.

The contract will detail the priority for a set of anticipated issues (e.g. a server is down or a printer is not functioning correctly). When a support need arises which was not explicitly assigned a priority in the contract, the CamTran IT coordinator(s) will work with the selected vendor to define the general issue characterizations above in determining the appropriate priority level and thereby the applicable SLAs. Prospective vendors should be able to provide both remote support and onsite support as needed to comply with the SLAs defined above.

TERMS & CONDITIONS

CIVIL RIGHTS

The following requirements apply to the underlying contract:

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 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 employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
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 affected parties.

CAMTRAN PROTEST PROCEDURES

- A. The following bid protest procedures have been written in compliance with the Federal Transit Administration (FTA) Third Party Contracting Guidelines (Circular 4220.1F). For purposes of these procedures the term “bids” includes proposals in response to an RFP and responses to an Invitation for Bid (IFB), and the term “bidders” includes Proposers.

Parties that wish to file a bid protest should review these procedures in conjunction with FTA’s Circular 4220.1F. CamTran protest procedures are referenced in the bid documents in order that interested parties will know their rights under these protest procedures.

The following procedures and time requirements shall be applied uniformly in processing all protests. Protests may be made by active or prospective bidders whose direct economic interest would be affected by a solicitation, proposed award or award of a contract. The address is 502 Maple Avenue, Johnstown, PA 15901.

- B. CamTran will consider all written protests transmitted to the address above via registered mail made within the timelines stated in this document.
- C. Protest submissions should be concise, logically arranged, clearly state the grounds for the protest, and must include at least the following information:
1. Name, address and telephone number of protestor.
 2. Solicitation or contract name and/or number.
 3. The date of the CamTran action(s) being protested;
 4. A detailed statement of the legal and factual grounds for the protest, including copies of all relevant documents or information.
 5. The issue which is being protested and why it is being protested.
 6. A statement of relief requested.

Only written protests received within the timelines stated in these procedures will be considered.

- D. Protests before Proposal/Bid Opening or Due Date:
Bid protests alleging restrictive specifications or improprieties, which are apparent prior to bid or proposal opening, must be submitted in writing to CamTran and must be received at least five (5) working days prior to bid/proposal opening.
- E. Protests after Opening of Proposal Solicitation and Prior to Award:
Protests against the making of an award may be made after bid opening and prior to award. Such protests must be submitted in writing to CamTran and must be received by CamTran within five (5) working days of the bid opening. If CamTran decides to withhold the award pending resolution of the protest, CamTran will notify all bidders whose bids or proposals might become eligible for award, and offer them the option to extend or withdraw the bid or proposal beyond the 90-day validity period. Awards will not be made until at least five (5) working days after resolution of the protest.
- F. Protests after Award:
Protests received after announcement of an award or after a contract has been executed will only be considered if CamTran determines that the matter is in the public interest or the protest

presents clear and convincing evidence of fraud, misrepresentation, other illegality or gross impropriety in the selection of a bid/proposal. If a protest is under consideration, CamTran shall evaluate the bid/proposal at issue a second time in its entirety and use the same evaluation criteria and rating factors applied in the initial review of the bid/proposal. The bid/proposal will be evaluated by a panel designated by CamTran.

If a protest involving an executed contract is under consideration, CamTran will notify the selected contractor of the protest and its basis and may, at its discretion, order the contractor to suspend all CamTran work activities. If the awarded contractor has not executed the contract as of the date the protest is received by CamTran, the contract will not be executed until five (5) working days.

G. Protest Filing Steps

1. Protests must first be addressed to the Executive Director:

CamTran, Executive Director
502 Maple Avenue
Johnstown, PA 15901

Upon receipt of a written protest containing the above outlined data, the Executive Director shall consider the protested issue and will respond to the Protestor, in writing, via registered mail, giving his/her decision on the protested issue and outlining the basis for such decision within ten (10) working days from the date of receipt of the written protest.

The CamTran Executive Director will also immediately notify FTA Region III counsel of protest notice received and then inform Region III of decision from this stage.

2. Appeal of Decision to the Board of Directors

If the Protestor is not satisfied with the decision of the Executive Director of CamTran in the matter being protested, the Protestor may then appeal the decision of the Executive Director of CamTran to the Board of Directors of CamTran within five (5) working days of the receipt of the decision of the Executive Director on the resolution of the matter being protested. The letter of appeal to the full Board of Directors of CamTran must be in writing and clearly contain the information required in paragraph C above and must clearly contain:

- a.) The Executive Director's decision in the matter being protested; and
- b.) Why the decision of the Executive Director is unsatisfactory.

Upon receipt of a written protest containing the above outlined data, the Board of Directors shall consider the issue being protested and the Secretary of the Board of Directors will respond to the Protestor, in writing, via registered mail, giving their decision on the protested issue and outlining the basis for such decision within thirty (30) working days from the date of receipt of the written protest.

THE DECISION OF THE BOARD OF DIRECTORS OF CAMTRAN SHALL BE

CONSIDERED FINAL.

The Executive Director will also immediately notify FTA Region III counsel of protest notice received and then inform Region III of decision from this stage.

3. Appeal to the Federal Transit Administration

Under certain limited circumstances, and after the Protester has exhausted all administrative protest remedies made available to him/her at CamTran, an interested party may then protest to the Federal Transit Administration (FTA) (FTA Circular 4220.1F). FTA's review of any protest will be limited to those circumstances in which CamTran's action(s) being protested involves the failure of CamTran to have written Protest Procedures in place, and/or the failure of CamTran to adhere to its written Protest Procedures, and/or violation of Federal Law or Regulation.

The protest filed with FTA shall:

- a.) Be in writing and include the name and address of the Protester;
- b.) Identify CamTran as the entity whose policy, procedures and/or operations are being protested;
- c.) Contain a statement of the grounds for protest and supporting documentation (The grounds for protest to the FTA must be fully supported to the extent feasible. Additional materials in support of a protest will only be considered if authorized by FTA regulations);
- d.) Be filed with the FTA not later than five (5) days after a final decision is received by the Protestor via First Class, U.S. Mail with Notice, under CamTran's Protest Procedures or, should a final decision not be rendered by CamTran not later than five (5) days after the Protestor knew or should have known of the grantee's failure to render a final decision on the matter protested;
- e.) Include a copy of the protest filed with CamTran and a copy of CamTran's decision(s), if any; and
- f.) Indicate the ruling or relief desired from FTA.

Such protest should be sent to:

Regional Administrator
FTA, Region III
1760 Market Street, Suite 500
Philadelphia, PA 19103

A copy of such protests should also be sent to:

Executive Director
CamTran
502 Maple Avenue
Johnstown, PA 15901

and also to:

CamTran Solicitor

NON-COLLUSION STATEMENT: The Antibid-Rigging Act of 1983, 73 P.S. ¶ 1611 *et seq.*, makes it a crime for two or more persons, by concerted activity, to influence the results of a competitive bidding

process. An Affidavit of Non-Collusion (Attachment D) is included in each bid/proposal package and is required to be submitted by each bidder/proposer.

PENNSYLVANIA OPEN RECORD CLAUSE

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

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

1. 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.
2. 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.
3. 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.

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 Master

Agreement 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.

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R.18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any Project Management Office (PMO) Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. 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).

7. FTA does not require the inclusion of these requirements in subcontracts.

TERMINATION 49 U.S.C.Part 18 FTA Circular 4220.1F

a. Termination for Convenience: CamTran may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) 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, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by CamTran that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, CamTran, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure: CamTran, at their sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to CamTran's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from CamTran setting forth the nature of said breach or default, Purchasing 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 elect to waive remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CamTran shall not limit CamTran's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default: If the Contractor fails to deliver supplies or to perform the 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 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.

GENERAL AND FEDERAL THIRD PARTY CONTRACT PROVISIONS

General Clauses

Definitions: For the purposes of this Request for Proposals, the terms "Authority and CamTran" are used interchangeably.

The Contract Documents: The agreement, General Conditions and Specifications with notes or changes made thereon before signing of the Agreement, are the documents forming the contract.

Financial Assistance Grant: The products and services described in this Request for Proposals may be purchased with the assistance of monies from the Pennsylvania Department of Transportation (PENNDOT). The successful proposer and all subcontractors will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the Commonwealth of Pennsylvania and the purchaser.

Prohibited Interest: No member, officer or employee of CamTran during his or her tenure or for one year thereafter, shall have an interest, direct or indirect, in this contract or the proceeds thereof.

Interest of Members 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 receive any benefit arising there from.

Intent of Specifications: Only services provided by suppliers who have demonstrated experience in this field will be considered. The products offered shall be of high grade. The proposal shall include a complete description of each product or service to be furnished.

Compliance with Specifications: In all cases, materials must be furnished as specified, but where brand names are used, consider the terms "approved equal" to follow; however, written approval for any proposed "equal" must be received in writing before the scheduled bid opening. All bids received shall remain in effect for 90 days after bid opening.

Award of Contract: The award of contract will be made to the responsive and responsible proposer ranked highest in the evaluation process described above. In determining the successful bidder consideration will be given to price, responsiveness to the specifications, suitability of the services offered and experience of the proposer in providing the goods and services required. CamTran reserves the right to accept or reject any or all bids. The bid may be awarded without any further discussion.

Term of Payment: The Contractor shall submit an invoice for all contracted goods and services on a monthly basis. Payment by CamTran will be made within thirty (30) days of receipt of an approved invoice.

Taxes: CamTran is exempt from payment of all federal, state and local taxes in connection with this purchase and said taxes shall not be included in the pricing. CamTran will provide necessary tax exempt certificates to the supplier upon request.

Material Warranty: The bidder shall assume responsibility for all materials and services used in the project whether the same is made by the contractor, or purchased ready-made from an outside source. The proposer must guarantee to furnish sufficient technical support to assure satisfactory performance of the procured services.

Contractual Obligation of the Bidder: Each proposal shall be submitted with the understanding that the acceptance in writing by the purchaser of the offer to supply services described therein shall constitute a contract between the bidder and the purchaser, which shall bind the bidder on his or her part to furnish and deliver at the bid price in accordance with the conditions of said accepted proposal and specifications.

Errors and Omissions: The proposer will not be allowed to take advantage of any errors or omissions in the specification. Full instructions to correct errors or omissions will be given to the supplier, should errors or omissions be called to the attention of CamTran.

Termination of Contract: This contract may be terminated upon the occurrence of any of the following:

A. If, through any cause, the proposer shall fail to fulfill in a timely and proper manner its

obligations under this Agreement, or, if the proposer shall violate any of the covenants, agreements or stipulations of the Agreement, CamTran may terminate this Agreement by giving written notice to the proposer of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. The proposer will only be paid for services delivered and accepted.

B. CamTran may terminate this Agreement at any time without cause, provided that it gives written notice to the proposer of such termination, which shall be effective on the date of such notice. In the event of such termination, the proposer shall be compensated for the services delivered through the date of the written notification by CamTran to terminate work. The proposer will only be paid for services delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Conditional Bids: Conditional Bids, or those which take exceptions to the specifications, will be considered non-responsive and will be rejected.

Bid Forms: Bids must be submitted on forms provided. Bids submitted in any other form will be considered non-responsive and will be rejected.

Changes:

A. The Cambria County Transit Authority reserves the right to postpone bid opening for its own convenience and to reject any or all bids. Bid may be awarded without further discussion or notification of bidders.

B. Changes to the specifications will be made by addendum.

C. Prime contractors may make appointments to discuss these specifications. This, however, does not relieve them from reducing the request to writing and providing full written documentation for the request.

Packing and Shipping: All materials shall be packaged and shipped in a manner to ensure their receipt without loss or injury.

Bid Due Date: Sealed proposals must be delivered to the Cambria County Transit Authority, 502 Maple Avenue, Johnstown, PA 15901 by the Time and Date specified elsewhere in this document. Bids received after this date and time shall be considered unresponsive and will not be considered.

Debarment and Restrictions on Lobbying: The proposer agrees to comply with the debarment and restrictions on lobbying certifications, contained elsewhere in this RFP.

Records Retention: If the work covered by this contract exceeds \$100,000 in value, the bidder/proposer agrees to maintain intact and readily accessible, all data, documents, reports, records, contracts and supporting materials relating to the Project for the duration of the Project and for a period of not less than three (3) years thereafter.

Indemnification :The proposer agrees to indemnify, defend and hold CamTran harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of CamTran and the proposer), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorneys' fees incurred by CamTran, whether these claims or lawsuits are based upon breach of warranty, strict liability in tort, any failure by the proposer to comply with laws pertaining to the contract documents, the use of patent appliances, products or processes or any breach by the proposer of any of its other duties, representations, covenants or other agreements in the Contract Documents. The proposer will defend all suits brought upon all such claims and lawsuits and shall pay all costs and expenses incidental thereto, but CamTran shall have the right, at its option, to participate at its own expense in the defense of any suit, without relieving the proposer of any of its obligations hereunder.

TERM CONTRACT AND PRICES

No guarantee is expressed or implied as to the total volume of services to be requested under this contract.

APPROPRIATION OF FUNDS

If funds are not appropriated or otherwise made available to support continuation in any fiscal year, CamTran shall have the right to terminate the agreement without any obligation or penalty.

TERM CONTRACT

The awarded prices shall be inclusive of all indirect and direct expenses required to provide requested services.

Awarded proposer, by submission of response to the solicitation, agrees to supply CamTran with required services at firm delivered prices for a period of three (3) years with the option of two (2) annual renewals.

CamTran reserves the right to cancel any agreement or contract with the firm for any reason with a thirty-day notice.

CONTRACT RENEWAL

CamTran retains the right to renew this initial contract under the same terms and conditions upon mutual agreement with the Bidder. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms of the solicitation of the bids and proposals. The price of the contractual service to be renewed shall be specified in the bid, proposal or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by CamTran and subject to the availability of funds.

PROPOSAL

In conformity with and acceptance of the specifications and the contract documents, including all the clauses attached to this Request for Proposal, the undersigned submits their Proposal and guarantees the validity of the same for a period of ninety (90) days after date hereof. It is understood that this Proposal and all attached clauses, specifications and documents, constitutes a legal and binding contract when accepted and signed by CamTran. CamTran will then proceed with the purchase of the services intended by this Proposal. It is hereby certified that the undersigned is the only person(s) interested in this Proposal as principal, and that the Proposal is submitted without collusion with any person, firm or corporation. Proposer agrees that, if awarded this contract, proposer will furnish, deliver and execute the contract in accordance with the specifications to the complete satisfaction and acceptance of CamTran. It is understood that CamTran reserves the right to reject any or all bids or part thereof or items therein and to waive technicalities required for the interest of CamTran. It is further understood that competency and responsibility of proposers will receive consideration before the award of the contract, and that the judgment of CamTran shall be binding on these considerations. The proposer agrees that the proposer will not assign the bid or any of the proposer's rights or interest there under without the written consent of CamTran. Conditional proposals, or those that take exceptions to the specifications, will be considered non-responsive and will be rejected.

RESOLUTION OF DISPUTES, BREACHES AND DISPUTES

Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CamTran's Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the proposer mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the proposer shall be afforded an opportunity to be heard and to offer evidence in

support of its position. The decision of the Executive Director shall be binding upon the proposer and the proposer shall abide by the decision.

Performance During Dispute: Unless otherwise directed by CamTran, the proposer shall continue performance under this contract while matters in dispute are being resolved.

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

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between CamTran and the proposer arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Cambria County, Pennsylvania where CamTran is located.

Rights and Remedies: The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by CamTran shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. Upon the happening of an Event of Disqualification or Default by a selected contractor, the following remedies shall be available individually and collectively: the selection of the contractor may be rescinded; CamTran may declare null and void any agreement, which may have already been executed and delivered, subject to the terms of that agreement allowing for such termination; the contractor shall pay all costs and expenses incurred by CamTran in negotiating with the particular contractor including, but not limited to legal counsel's fees. CamTran's receipt or discussion of any information (including information contained in a proposal, ideas, models, drawings, or other material communicated or exhibited to CamTran) does not impose any obligations whatsoever on CamTran or entitle the contractor or any other person or entity to any compensation therefore. Any such information given to CamTran before, with or after the submission of a proposal, either orally or in writing, is not given in confidence and may be used, or disclosed to others, for any purpose at any time, without obligation or compensation, and without liability of any kind whatsoever. Any statement which is inconsistent with the terms of this paragraph shall be void and of no effect. The provisions of this paragraph are not intended, however, to grant to CamTran rights to use anything which is the subject of valid existing or potential letters of patent or which is copyrighted.

LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CLEAN AIR

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

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

CLEAN WATER

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

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

FLY AMERICA REQUIREMENTS

The proposer agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The proposer shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The proposer agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

RIGHTS IN DATA

These following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term "subject data" does not include financial reports, cost analyses and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser and the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the proposer authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may

have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official or agents of the Federal Government. CamTran shall not be liable to any contractor or to any third party for any claims or damages occasioned by the solicitation, rejection, negotiation or selection of proposals regarding this requirement. Each contractor or other respondent agrees to bear all costs of its response and participation in the process described in this RFP; there shall be no reimbursement for any costs relating to the preparation of responses or proposals in connection with this process.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the

time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e. a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA.

PATENT RIGHTS

This following requirements apply to each contract involving experimental, developmental or research work:

(1) General - If any invention, improvement or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ACCESS REQUIREMENTS - PERSONS WITH DISABILITIES

The bidder/proposer agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. S12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. S794; 49 U.S.C. S5301(d); and the following Federal regulations including any amendments thereto:

(1) U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R., Part 37; applies to bidders/proposers supplying transportation

services.

- (2) U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; applies to all contracts.
- (3) U.S. Department of Transportation regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38; applies to all purchases of mass transit rolling stock.
- (4) U.S. Department of Justice regulations, "Nondiscrimination on the basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; applies to bidders/proposers supplying transportation services.
- (5) U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36, applies all contracts.
- (6) U.S. General Services Administration regulations, "Accommodation for the Physically Handicapped," 41 C.F.R. Subpart 101-19; applies to all contracts.
- (7) 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; applies to all contracts.
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; applies to bidders/proposers supplying transportation services.
- 9) Federal Transit Administration regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609, applies to bidders/proposers supplying transportation services.

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by CamTran during the Solicitation period and prior to contract award.

Best and Final Offer: Best and Final Offer (BAFO) shall consist of the Proposer's revised proposal, the supplemental information and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

Bidder/Proposer or Offeror: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a bid/proposal to purchase the property.

Buyer: Individual designated by CamTran to conduct the solicitation process, draft and negotiate contracts, resolve contractual issues and supports the Project Manager.

Day: Calendar Day.

FTA: Federal Transit Administration.

Infrastructure: Refers to the composite hardware, software, network resources and services required for the existence, operation and management of an information technology environment. (i.e. network

infrastructure, network devices, desktop assets, printers, software, cell phones, ipads, smart televisions, miscellaneous cameras/video cameras, etc.)-to be fixed by vendor when required.

Liability Insurance: It will be up to the winning proposer to provide CamTran with the applicable liability insurance documentation.

Person: Includes individuals, associations, firms, companies, corporations, partnerships and joint ventures.

Project Manager: The individual designated by CamTran to manage the project on a daily basis and who will represent CamTran.

Proposal: The documents, and any other required information as identified herein or by any Addenda.

Provide: Furnish without additional charge.

Purchaser: Refers to the Cambria County Transit Authority/CamTran.

RFP or Solicitation: Request for Proposals. Also known as the solicitation document.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or CamTran, as applicable, and means that the Contractor or CamTran, as applicable, has thereby entered into a covenant with the other party to do or perform the same.