



Cambria County Transit Authority, dba, CamTran, Johnstown, PA is soliciting bids to provide the required Visitor Center Roof replacement and Repair and welcomes you or your business to submit a proposal for the same. If interested, please review the attached information and proposal submittal procedures required by CamTran for consideration of you or your business to perform this request.

The Pennsylvania Separation Act of 1913 applies to this project.

Invitation for Bid (IFB)

For:

The installation of a new security camera system

Issued by:

CamTran

502 Maple Avenue

Johnstown, PA 15901

Telephone: 814.535.5526 ext. 222

E-mail: aweir@camtranbus.com

Monday July 8th 2024	Invitation for Bid Released/Advertised
Monday July 22nd 2024	Pre-Bid Meeting (Optional) 10 am at 502 Maple Ave, Johnstown PA 15901
Monday July 29th 2024	Written questions/clarifications from proposers due to CamTran by 3:00 pm prevailing time (form enclosed)
Monday August 5th 2024	Written Answers/ Clarifications- Final addendum to questions issued by CamTran
Monday August 19th 2024	Final Proposal due by 1:00 pm
Anticipated date Monday August 26th 2024	Issuance of award and Notice to Proceed
To be determined	Contract Completion

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SECTION I - INVITATION TO BIDDERS**Introduction**

CamTran is soliciting sealed bids from qualified contractors for. **FAILURE TO EXECUTE (SIGN) ALL MANDATORY DOCUMENTS WILL RENDER THE BID NON-RESPONSIVE.**

Invitations are extended to qualified bidders on a contract to **IFB-24-04 CamTran Maple Ave Security Camera Upgrade**, 502 Maple Ave, Johnstown, PA 15901 as stated in the Statement of Work (SOW).

A non-mandatory Pre-Bid conference will be held on **Monday July 22nd 2024 at 10:00am** prevailing time. Prospective bidders are strongly encouraged to attend and provide written questions prior to this

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meeting.

Sealed bids shall be submitted on unaltered bid forms in a sealed envelope, clearly marked on the outside of the envelope **Contract No. IFB 24-04** and bearing the name and address of the bidder.

CamTran will receive sealed bids for this contract, at its office at 502 Maple Ave, Johnstown, PA 15901 by **Monday August 19th at 1:00 pm.** At that time, proposals will be opened at a public meeting in the CamTran boardroom. Any proposal received after that time will be returned to the proposer unopened.

Bid documents are available by contacting – Adam Weir aweir@camtranbus.com, 814.535.5526 ext. 222, by going to the CanTran Website: <https://www.camtranbus.com/> under the Procurement tab or at 502 Maple Ave, Johnstown, PA 15901.

All bids shall be accompanied by a cashier check, certified check, bank good faith check, made payable to the Cambria County Transit Authority (CamTran), or other irrevocable letter of credit drawn upon a bank authorized to do business in the Commonwealth of PA or by a bid bond with corporate surety equal to 10% of the base bid total.

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

This project will require Davis Bacon prevailing wage rates.

CamTran provides equal opportunity in Employment, Service and Contractual Agreements. There are sections included in the Attachments that must be reviewed, signed, and returned with your bid package.

This project is subject to financial assistance between CamTran, PennDOT and other local funding sources. CamTran reserves the right to reject any and all bids and award the contract as it deems to be in the best interest of the Cambria County Transit Authority.

CamTran will not be responsible for any costs incurred in the preparation of the bids or attendance at the pre-bid meeting.

All bid phase questions must be written and directed to: Adam Weir aweir@camtranbus.com, 814.535.5526 ext. 222, full schedule of events and forms are available by going to the CanTran Website: <https://www.camtranbus.com/> under the Procurement tab or at 502 Maple Ave, Johnstown, PA 15901.

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

Background

CamTran is the primary public transportation provider for the Cambria County, PA region with office

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locations in Ebensburg and Johnstown, PA (3). Currently, CamTran provides fixed route transit service within the Greater Johnstown area, Cambria County and portions of Windber, PA. In addition, CamTran operates the historic Johnstown Inclined Plane. The Johnstown Inclined Plane is billed as the "world's steepest vehicular inclined plane", as it is capable of carrying automobiles, in addition to passengers, up or down a slope with a grade of 70.9 percent. After a catastrophic flood in 1889, the Johnstown Inclined Plane was completed in 1891 to serve as an escape route for future floods, as well as a convenient mode of transportation for the residents of the new communities situated above the valley. The facility provides transportation to locals as well as those who travel from near and far to ride the Inclined Plane. There is a CamTran bus stop at the top and at the bottom of the Incline stations.

SECTION II - PROJECT DESCRIPTION

Invitations are extended to qualified bidders on a contract to provide new security camera system installed at the 502 Maple Ave, Johnstown, PA 15901 location as stated in the Statement of Work (SOW).

SECTION III - EVALUATION CRITERIA

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

SECTION IV - BIDDING AND CONTRACT REQUIREMENTS**1.1 Definitions**

The term "CamTran", "Authority", "purchaser", "Owner" or "Procuring Agency" where it appears in the contract documents means the Cambria County Transit Authority, 502 Maple Avenue, Johnstown, PA. The term "Contractor" where it appears refers to the prime contractor(s).

The terms Proposal and Bid, Proposer and Bidder; as they are used throughout the contract documents are interchangeable, but only at the Owner's discretion and direction.

The terms Architect, Engineer, Construction Manager, Project Manager, Project Professionals, Clerk of the Works as they are used throughout the contract documents are interchangeable, but only at the Owner's discretion and direction.

"Project Bid Documents" include, but are not limited to, Invitation to Bid, Instructions, General Conditions, Technical Specifications and Bid Attachments Section, Drawings and Addenda.

"Department" or "the Department" means the Pennsylvania Department of Transportation.

1.2 Liabilities Against Procuring Agency

The Contractor shall indemnify, keep, and save harmless the Owner, its agents, officials, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgements, costs, and expenses, which may accrue against the Procuring Agency arising out of, or resulting from, the contractor's acts or omissions, including acts or omissions of its employees, servants, and agents. Reference Hold Harmless Agreement Certification.

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1.3 Taxes

Pennsylvania Sales and Use Tax: As to the sales tax imposed by the Commonwealth and some municipalities, Contractor is directed to the provisions in Pennsylvania law found at 72 P.S. 72 §7201 et seq. CamTran makes no representation that these statutes are the only relevant statutes that apply. Contractor to whatever extent that Contractor deems necessary, must obtain its own legal advice on any question concerning relevant taxes. Contractor is responsible for making its own investigation to determine whether or not it is subject to municipal, Commonwealth or Federal taxes and for paying for such tax if applicable. Contractors are hereby informed that CamTran is obligated by law to furnish to government entities, upon their request, the name and address of any person or firm with whom CamTran has a contract for goods and/or services.

1.4 Bid Submission

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. DBEs 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.

CamTran has established a project specific DBE goal of 3% for the General Construction contract.

1.5 Postponement or Cancellation of Bid

CamTran reserves the right to cancel the bid 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.

All bidders shall be required to hold their bid price for a period of sixty (60) days after the date established for the award.

1.6 Bid Signature

Each proposal shall include the Bid Form signed by the Bidder submitting the Bid. The name and title of the Bidder shall be included following the signature.

1.7 Pre-bid Meeting

CamTran will conduct a non-mandatory pre-bid meeting on **Monday July 22nd 2024**, at the Cambria County Transit Authority Office, 502 Maple Avenue, Johnstown, PA **at 10 am**. The purpose of the pre-proposal meeting will be to address issues and questions raised in our RFP by prospective proposers and conduct a site visit. A summary of issues raised in this meeting, and responses thereto, will be issued in writing to all proposers to whom a copy of the RFP has been distributed.

1.8 Addenda

Receipt and review of Addenda by each Bidder must be acknowledged on the Bid Form.

1.9 Procurement and Construction Schedule

The following are key dates for this bid. CamTran is committed to adhering to this schedule but reserves

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the right to make modifications as it deems necessary at its sole discretion.

Date	Activity
Monday July 8th 2024	Project Bid Documents Released/Advertised
Monday July 22nd 2024	Pre-bid Meeting (Optional) 10:00am @ CamTran address
Monday July 29th 2024	Written questions from proposers due by 3:00 p.m.
Monday August 5th 2024	Written responses / final addendum to questions issued by CamTran by COB
Monday August 19th 2024	Final Proposals Due, 1:00pm
Anticipated date Monday August 26th 2024	Contract Award / Notice of Award (NTP 1-2 weeks thereafter)
To be determined	Contract Completion Date

1.10 Questions/Inquiries and Clarifications

Any interpretations of the bid documents will be in the form of a written Addenda, 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. 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 **Procurement Specialist, Adam Weir** 814.535.5526 ext. 222 aweir@camtranbus.com prior to the pre-bid 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 bidder distribution list used to distribute responses to inquiries and any addenda which may be issued. Upon receipt of your email, you will be sent information on the location of the pre-bid conference.

The Proposer is required to show on all correspondence with CamTran the following for **Maple Ave Security Camera Upgrade**. All communication must utilize the CamTran **Request for Interpretation Form – 1**. 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.

1.11 Interpretation of Contract Documents

No oral interpretations as to the meaning of the contract documents will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the contract documents, etc., must be requested in writing and with sufficient time allowed (a minimum of ten (10) 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 drawings, specifications, etc., as appropriate, and will be furnished as promptly as is practicable to all parties to whom the contract

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documents have been issued, but at least five (5) calendar days prior to the proposal due date. All Addenda will become part of the contract documents 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.

1.12 Examination of Contract Documents

Bids 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. The bid set, 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 Bidder'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 the bid documents. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of these documents, statutes, regulations, ordinances or resolutions.

Once a bidder submits a bid, it waives any and all errors that may be alleged in the bid documents.”

1.13 Cost of Bids

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

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.

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 Clarifications, Exceptions, and Approved Equals

The various materials and products specified in the specifications by name or description are given to establish a standard of quality and cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words “or as approved equal”, they shall be subject to equals only accepted by the Owner during the review of the Contractor’s product data submittals. No substitution requests will be accepted prior to Award of the Contract.

1.16 Compliance with 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 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.

1.17 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 (Attachment F) at the time proposals are due shall be grounds for disqualification of the Proposer's offer. 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.

1.18 FTA Terms and Definitions

The Contractor agrees that the definitions and terminology included in FTA Circular C.4220.1F (March 28, 2013) and the FTA Master Agreement (November 2, 2022) shall be incorporated into the contract by reference.

1.19 Contract Work hours and Safety Standards Act

The Contractor and its subcontractors agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, Safety and Health Regulations for Construction, 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions. The Contractor also agrees to include the requirements of this section in each subcontract. The term subcontract under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair.

1.20 Neutrality in Relations

To the extent permitted by law, the Contractor and its subcontractors agrees to comply with Executive Order No. 13202, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," Executive Order No. 13202, as amended by Executive Order 13208, 41 U.S.C. 251 note which, among other things, prohibits requirements for affiliation with a labor organization as a condition of award of any third-party contracts or subcontract for construction or construction management services.

1.21 Construction Reports

The Contractor agrees to provide progress reports and such other information to CamTran as the FTA or the Commonwealth of Pennsylvania may require CamTran to provide.

1.22 Pricing

Pricing information shall be provided on the Bid Form (Attachment A).

1.23 Rejection of Bids

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

1.24 Protest Procedures

Any protest or objection to the terms and conditions will be submitted for resolution to CamTran's Executive Director. Each protest must be made in writing and supported by sufficient information to enable the protest to be considered. A protest or objection will not be considered by CamTran if it is insufficiently supported or if it is not received within the specified time limits.

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. Protests known prior to award regarding bid specifications and not raised prior to the award will be waived. 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 Director of Safety, 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.

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 Director of Safety, and the Legal Counsel for CamTran. 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.

Disagreements with the Protest Committee may appeal to PennDOT within fifteen (15) calendar days of their decision. (For instructions on how to appeal, refer to paragraph 2.e., below in "Act 49: Urban and Rural, Act 26 Program".)

ACT 49: URBAN AND RURAL, ACT 26 PROGRAMS

1. Protests Prior to Bid Opening

Any protests prior to bid opening must be submitted in writing and received by CamTran at least fifteen (15) calendar days prior to bid opening. This fifteen (15) calendar day deadline may be waived by CamTran for good cause shown. CamTran's response shall be in writing and set forth the reasons for its response. CamTran will postmark its response no later than seven (7) calendar days prior to

bid opening, unless the fifteen (15) calendar day deadline had been extended as above. A bidder may submit further documentation on an adverse decision by CamTran, but no new issues will be considered.

A bidder may seek PENNDOT review of CamTran's determination. Such review shall merely be considered oversight reconsideration and shall not constitute adjudication by PENNDOT with respect to the rights of the bidder. Requests for such review must be initiated by the bidder in writing by sending a letter to CamTran, with a copy to PENNDOT, requesting PENNDOT review. The letter must be received by CamTran and PENNDOT a copy of all previous correspondence and other documentation pertaining to the bidder's request for review. In conducting its review, PENNDOT will consider the complaint letter and correspondence and documentation provided by CamTran, as well as any additional information obtained through PENNDOT's specific requests to CamTran, bidder or other third party. PENNDOT will substitute its judgment for that of CamTran, unless the matter specifically relates to state or federal laws, regulations or procedures.

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

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

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

2. Protests After Bid Opening

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

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

- a. Include the name and address of the protestor.
- b. Identify clearly the procurement under which the protest is being submitted.
- c. Identify the action being protested and provide sufficient detailed documentation to support the protest action.
- d. Indicate the action, ruling or relief desired from CamTran.
- e. CamTran is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of the

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procurement, including protests, contract defaults, disputes or breaches. The decision of CamTran as to protests shall be final and conclusive, unless, within fifteen (15) calendar days of the date a decision was rendered by CamTran, a written appeal of the same is submitted by the bidder and received by CamTran, with a copy to PENNDOT. This will constitute a request for review by PENNDOT of CamTran's action. Such review shall merely be considered oversight reconsideration and shall not constitute adjudication by PENNDOT with respect to the rights of the bidder. CamTran must immediately furnish PENNDOT a copy of all previous correspondence and other documentation pertaining to the bidder's request for review. In conducting its review, PENNDOT will consider only the appeal letter and correspondence and documentation provided by CamTran, as well as additional information obtained through specific requests to CamTran, bidders, protestor or other third party. PENNDOT will not substitute its judgment for that of CamTran unless the matter specifically relates to state or federal laws, regulations or procedures. Any request for review shall, in addition to d above, include:

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

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

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

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

Procuring Agency address:

Cambria County Transit Authority
502 Maple Avenue
Johnstown, PA 15901

PennDOT address:

Pennsylvania Dept. of Transportation
Bureau of Public Transportation
Keystone Building
400 North Street
Harrisburg, PA 17120
Attn: Capital Grants Section

1.25 Execution of Agreement

The Bidder 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.

1.26 Public Disclosure of Proposals

CamTran is subject to the Pennsylvania Right to Know Law. Therefore, the contents of these documents and the Proposer's proposal submitted in response to said documents 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.

1.27 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.

1.28 Liquidated Damages

Since damages are difficult to determine, this contract shall be subject to the damages being liquidated as follows. The Owner shall assess Liquidated Damages against the responsible Contractor for each day after the scheduled completion date the Project is not completed as specified in the contract documents. These Damages shall be assessed because the Contractor's failure to perform its specified scope of work will result in added costs to the Owner. The Contractor shall not be liable if performance failures arise out of causes beyond its control and without the fault or negligence of the Contractor.

Liquidated Damages for this project will be assessed in the amount of **\$500.00** per working day.

1.29 Insurance Coverage

The CONTRACTOR shall provide the following types of coverage in an amount equal to or greater than the minimum limits as set forth in Certificate of Insurance. The completed operations insurance(s) shall be maintained by CONTRACTOR for a period of one (1) year after final payment, and CONTRACTOR shall furnish CamTran with evidence of continuation of such insurance(s) upon final payment.

CONTRACTOR shall include CamTran as additional insured under Contractor's general liability policy,

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pollution policy, employer liability policy, umbrella and excess policies, as well as the organizations and companies set forth in paragraph D. of this Section.

CONTRACTOR shall purchase and maintain similar property insurance or portions of the Work in transit when such portions of the Work are to be included in an Application for Payment.

OWNER shall purchase and maintain Builder's Risk property insurance upon the Work at the site, on a completed value basis for the full estimated replacement cost value of the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and shall also cover all materials both on-site, at temporary locations off-site and in transit. The policy will include "Special Perils" form or its substantial equivalent plus perils of Flood and Earthquake. Covered property is to be included for the building under construction, foundation, piers, footings, excavations and any contents introduced to the building prior to completion of construction and such other perils as may be provided in the General Provisions and Bid Documents. The Builder's Risk insurance shall be maintained until final payment and acceptance, or a certificate of occupancy is issued.

This insurance shall include the interests of the Owner (i.e., CamTran), the Contractors, Subcontractors and sub-Subcontractors, Architect, Engineer, Construction Manager, Commonwealth of Pennsylvania Department of Transportation, and Federal Transportation Administration (all of whom shall be listed as loss payees as their financial interests may appear).

Within seven (7) calendar days of the Successful Bidders receipt of a Notice of Award (NOA) from CamTran, the Successful Bidders will deliver to CamTran the Certificates of Insurance evidencing the types and amounts of insurance required along with any other documents required by the Contract Documents to be delivered by the Successful Bidders to CamTran prior to execution of the Contract.

A. Adequate Insurance

Insurance limits must be at least:

• Workers' Compensation including USL&H where applicable	Statutory Limits
• Employer's Liability	\$1,000,000
• General Liability	\$3,000,000
• Umbrella or Excess Liability	\$3,000,000
• Contractor Pollution Liability	\$1,000,000

Coverage must be included in above for:

- Explosion, collapse, underground damage or hazards where applicable
- Contractual liability including defense
- Owner's and contractors protective
- Automobile liability applies to all vehicles (Code 1)

B. Aggregate Limits

Aggregate limits, if any, must apply exclusively to this contract.

C. Cancellation/Material Change Notice

Thirty (30) calendar day notice of cancellation or material change. Notice must be provided,

failure to notify shall be a material default.

D. Additional Insureds

CamTran, its officials, and employees to be added as Additional Insureds in respect to operations by the contractor and contractor's agents. The following shall also be added as additional insured:

- Commonwealth of Pennsylvania and its agencies, instrumentalities, officials, employees, and agents
- Federal Transportation Administration and its agencies, instrumentalities, officials, employees, and agents

E. Cross Liability

Cross Liability not restricted.

F. Acceptable Insurance Company

Insurance company must be approved in Pennsylvania and have Best's rating of A- or higher and Class VI or higher.

G. Policy Form

Coverage provided on an "occurrence" basis except Pollution and Errors & Omissions coverage. If Pollution or Errors & Omissions coverage is required, such coverage may be provided on a "claims made" basis subject to requirement that insurance will be provided for at least three years after end of contract.

H. Policy Terms and Conditions

Policy terms, conditions, exclusions, restrictions, etc. must be acceptable to CamTran. A copy of Policy must be provided for CamTran approval.

1.30 Delivery, Installation, and Acceptance

Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, the Contractor shall be prepared, upon written notice, to commence work within ten (10) business days following receipt of official written order from the Owner to proceed, or on date stipulated in such order. If the delivery, installation and construction is delayed because of strike, injunctions, governmental controls, or by reason of any cause or circumstances beyond the control of the manufacturer, supplier, or contractor, the time of completion of delivery, installation and construction shall be extended upon written request for a time extension from the bidder. The request for extension must include detailed justification for the length of the time extension.

The Owner will not offer any financial incentive with regards to work completed early.

If the system is delivered, installed or constructed in an unacceptable condition, it will not be accepted. Acceptance levels shall be determined by, but not limited to, the general appearance of the system, as well as the completeness and quality of workmanship of all the components. If the system is delivered incomplete, incorrect or contains any defective or damaged parts, the bidder shall, at their expense, furnish

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and replace such parts as acceptable to the purchaser. Any delivered and installed construction system not conforming to this IFB will be rejected by the purchaser.

1.31 Wage Rates

This project is subject to Federal Davis-Bacon Prevailing Wage Rates, as shown at the end of this section.

1.32 Cleaning

Contractor shall be responsible for the daily cleanup of all waste materials, debris and rubbish from his work and the work of any subcontractor.

Contractor shall provide a dumpster and covered containers for deposit of debris and rubbish, and materials to be recycle, including periodic disposal of accumulations or extraneous materials at legal disposal areas away from the site.

1.33 Safety

It is recognized that the safety of all personnel is the responsibility of all participants involved directly in this project. The Contractor shall adhere to all requirements of the Occupational Health and Safety Act (OSHA), as well as Local and State safety rules and regulations. Contractor shall assure the safety of his personnel by providing all protection and safety devices, covers, etc. as they relate to the safe conduct of his work in accordance with all Local, State and Federal regulations.

Contractor will maintain a “competent person” on site at all times designated to make safety inspections and to serve as the designated representative in charge of safety during the inspection by OSHA employees. At all times CamTran shall have the name and contact information for the designated representative in charge of safety.

Contractor shall notify CamTran of any personal injury that could require medical treatment of any employee or subcontractors’ employee at the project site within 24 hours of the incident. Also, any damage to property arising in connection with the Contractor’s performance must be told to CamTran as promptly as possible after the occurrence of such injury or damage but at the maximum 24 hours.

All persons are prohibited from carrying, possessing or storing a handgun, firearm, or weapon of any kind while on CamTran premises regardless of whether the person has registered the weapon or is licensed to carry a concealed weapon.

1.34 Permits

Contractor is responsible for all permits including fees, inspections, utility relocation/installation, materials, delivery, equipment, installation, disposal and construction costs which costs shall be included in the proposal. See Allowance Specification for more details.

1.35 Maintenance Bond

The Contractor shall furnish to the Transit Agency, at the time so indicated, the following Maintenance Bond(s). Each Maintenance Bond shall continue in full force and effect for the period specified, however, this shall not limit the Contractor’s responsibilities for costs greater than the amount recovered by each Maintenance Bond.

- A. Contractor shall furnish to the Transit Agency a Maintenance Bond in the amount of ten (10) percent of the Contract Sum. The Maintenance Bond shall continue in full force and effect, beginning at a date of the Transit Agency's Certificate of Acceptance of Final Inspection, and continuing for a period of twelve (12) months after the date of the Transit Agency's issuance of Certificate of Acceptance of Final Inspection.

1.36 **Order of Precedence**

In the event of a conflict within the bid documents, the following order of precedence be followed in decreasing order:

1. Addendums issued during bidding.
2. Specifications.
3. Drawings.

FORM 1: PROPOSER'S REQUESTS, QUESTIONS AND CLARIFICATIONS FORM**CONTRACT NO. IFB-24-04**

All requests, questions and clarifications must be submitted in writing and received on or before COB Monday July 29th 2024. 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 COB on Monday July 29th 2024 to Adam Weir Procurement Specialist at aweir@camtranbus.com, or mail/drop off to CamTran 502 Maple Ave, Johnstown, PA 15901 Attn: Adam Weir

ATTACHMENT "A" (Page 1 of 4)
BID FORM

CONTRACT NO. IFB-24-04

Cambria County Transit Authority (CamTran)
502 Maple Avenue
Johnstown, PA 15901

BIDDER: _____

ADDRESS: _____

PHONE/FAX/E-MAIL: _____

Date: _____

Ladies and Gentlemen:

In conformity with and acceptance of the technical specifications and drawings and the Contract Documents, including all the clauses attached to this document, the undersigned submits this Bid and guarantees the validity of same for a period of ninety (90) calendar days after date hereof. It is understood that this Bid Form and all attached clauses, technical specifications and drawings, and documents, constitutes a legal and binding contract when accepted and signed by CamTran, to proceed with the purchase of the goods and services intended by this bid.

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

Bidder agrees that, if awarded the contract, bidder will furnish and deliver all materials, and will execute the contract in accordance with the general provisions, technical specifications and drawings 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 bidders will receive consideration before the award of the contract, and that the judgement of CamTran shall be binding on these considerations.

The bidder agrees that bidder will not assign the bid or any of bidder's rights or interests thereunder without the written consent of CamTran.

Contract **No. IFB-24-04 CamTran Maple Ave Security Camera Upgrade**

ATTACHMENT "A" (Page 2 of 4)

CONTRACT NO. IFB-24-04

The bid as called for is submitted in the spaces below. All prices include all permits including fees, fees, inspections, utility relocation/installation, materials, delivery, equipment, installation, disposal and construction costs.

Name of Bidder:

Prime Contract Being Bid: Contract No. IFB-24-04

TOTAL BASE BID PRICE OF ALL ITEMS IN NUMERALS \$ _____

TOTAL BASE BID PRICE OF ALL ITEMS IN WORDS

\$ _____

Contract **No. IFB-24-04 CamTran Maple Ave Security Camera Upgrade****ATTACHMENT "A" (Page 3 of 4)****BID FORM****CONTRACT NO. IFB-24-04**

Prime Contract Being Bid: Contract No. IFB-24-04

ITEM	DESCRIPTION	NOTES	LUMP SUM PRICE (1)
1	MOBILIZATION/DEMOLITION (INCLUDING BONDS, INSURANCE, AND ALL OTHER ITEMS RELATED TO MOBILIZATION AND DEMOLITION) – TOTAL FOR REMOVAL OF CURRENT SYSTEM, INSTALLATION OF NEW SYSTEM AND ANY TRAINING NEEDED		\$

- (1) BIDDER MUST ENTER A LUMP SUM PRICE FOR EACH ITEM IN ADDITION TO GIVING THE TOTAL LUMP SUM BASE BID AMOUNT. THE COMPONENT ITEM SCHEDULE MUST AGGREGATE THE TOTAL LUMP SUM BASE BID.
- (2) EXISTING STRUCTURE ITEMS TO BE REMOVED ARE LISTED IN THE TECHNICAL SPECIFICATIONS.
- (3) THIS IS AN ITEM WITH A PREDETERMINED AMOUNT OF MONEY INCLUDED FOR UNFORESEEN REPAIRS. SEE THE TECHNICAL SPECIFICATIONS FOR MORE INFORMATION.
- (4) PLEASE BE AWARE THAT FOR INFORMATION ONLY, A LIST OF ESTIMATED QUANTITIES IS PROVIDED ON THE BRIDGE PLANS.

ATTACHMENT "A" (Page 4 of 4)**BID FORM****CONTRACT NO. IFB-24-01**

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

NAME OF INDIVIDUAL, PARTNERSHIP, OR CORPORATION

ADDRESS

AUTHORIZED PERSON

SIGNATURE

TITLE

DATE

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ATTACHMENT “B”
FTA AND COMMONWEALTH OF PENNSYLVANIA THIRD PARTY CONTRACT
REQUIREMENTS

1. ACCESS TO RECORDS AND REPORTS

- a. **Record Retention.** The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

2. BONDING REQUIREMENTS

Bond Requirements
Bid Guarantee

Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the RECIPIENT. The amount of such guaranty shall be equal to 10% of the total bid price. Use of AIA A310 acceptable.

In submitting this bid, it is understood and agreed by bidder that the RECIPIENT reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [90] days subsequent to the opening of bids, without the written consent of RECIPIENT.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [90] days after the bid opening without the written consent of the RECIPIENT, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent RECIPIENT'S damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense RECIPIENT for the damages occasioned by default, then the undersigned bidder agrees to indemnify RECIPIENT and pay over to RECIPIENT the difference between the bid guarantee and RECIPIENT'S total damages so as to make RECIPIENT whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee

A Performance Guarantee in the amount of 100% of the Contract value is required by the Recipient to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the RECIPIENT within ten (10) business days from Contract execution. The RECIPIENT requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the RECIPIENT and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. RECIPIENT may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The RECIPIENT may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond. Use of AIA A312 acceptable.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the RECIPIENT if:

1. A bank in good standing issues it. The RECIPIENT will not accept a Letter of Credit from an entity other than a bank.
2. The bank should have a branch in located Cambria County but as a minimum the bank must have a Pennsylvania location.
3. It is in writing and signed by the issuing bank.
4. It conspicuously states that it is an irrevocable, non-transferable, “standby” Letter of Credit.
5. The RECIPIENT is identified as the Beneficiary.
6. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
7. The effective date of the Letter of Credit is the same as the effective date of the Contract
8. The expiration date of the Letter of Credit coincides with the term of this Agreement.
9. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the RECIPIENT and the Contractor the work stipulated herein.

The issuing bank’s obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Sections X and Y) to the issuing bank’s representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds

A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Recipient as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder. Use of AIA A312 acceptable.

3. BUY AMERICA REQUIREMENTS

The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients' bid or request for proposal for FTA funded contracts. Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are acquiring. Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement.

In addition to FTAs typical Buy America requirements, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C. 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

5. CARGO PREFERENCE REQUIREMENTS

The Maritime Administration (MARAD) regulations at 46 C.F.R. § 381.7 contain suggested contract clauses. Recipients can draw on the following language for inclusion in their federally funded procurements.

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading); and

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-
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

6. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Recipients can draw on the following language for inclusion in their federally funded procurements.

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

7. CIVIL RIGHTS LAWS AND REGULATIONS

Every federally funded contract must include an Equal Opportunity clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Civil Rights and Equal Opportunity

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment

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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.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the AGENCY and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror’s submission package, the Bidder/Offeror’s documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

DBE Participation

For the purpose of this Contract, the AGENCY will accept only DBE’s who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the AGENCY.

DBE Participation Goal

The DBE participation goal for the General Construction Contract is set at 3%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for

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amounts totaling not less than 3% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.
3. An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
4. An original DBE Affidavit (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY's [Contact Name]. The [Contact Name] will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the AGENCY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to CamTran. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

See Attachment O-1.

DBE PARTICIPATION SCHEDULE

See Attachments O-3 and 4.

10. EMPLOYEE PROTECTIONS

The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, recipients can draw on the following language for inclusion in their federally funded procurements.

Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with

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the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

11. 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.

12. FLY AMERICA

a) Definitions. As used in this clause--

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for

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the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

(End of statement)

- e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

13. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Non procurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer

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is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. LOBBYING RESTRICTIONS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 subrecipients shall certify and disclose accordingly.

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

15. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16. PATENT RIGHTS AND RIGHTS IN DATA

Recipients can draw on language provided in 37 C.F.R. § 401.3 for appropriate Patent Rights and Data Rights Clauses for use in their federally funded research, development, demonstration, or special studies projects. Recipients should consult legal counsel for guidance in developing an appropriate Intellectual Property Agreement. At a minimum, recipients can include the following language in their standard boilerplates.

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA 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. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. 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 below. 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.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract 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 the 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 this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees 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 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. 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.

4. 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.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. 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.

17. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

Pre-Award and Post-Delivery Audit Requirements

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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.

19. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public

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- transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
 3. **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

20. RECYCLED PRODUCTSRecovered Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

21. SAFE OPERATION OF MOTOR VEHICLESSeat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

23. SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

24. SUBSTANCE ABUSE REQUIREMENTS

FTA's drug and alcohol rules, 49 C.F.R. part 655, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Option 1

~~The recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 C.F.R. part 655. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option for only those recipients that have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.~~

Option 2

The recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under Option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that, without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Option 3

~~The recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.~~

SUBSTANCE ABUSE TESTINGOption 1

~~The Contractor agrees to participate in AGENCY's drug and alcohol program established in compliance with 49 C.F.R. part 655.~~

SUBSTANCE ABUSE TESTINGOption 2

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [name of State], or AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

SUBSTANCE ABUSE TESTINGOption 3

~~The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [name of State], or AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before [insert date or upon request] a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt [insert title of the Policy Statement the recipient wishes the contractor to use] as its policy statement as required under 49 C.F.R. part 655; OR (c) submit for review and approval before [insert date or upon request] a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: [to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium].~~

25. TERMINATION

Termination for Convenience (General Provision)

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY'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 AGENCY to be paid the Contractor. If the Contractor has any

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property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only 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 the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, 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.

Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar 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 AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY 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 AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

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, the AGENCY may terminate this contract for default. The AGENCY 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 the AGENCY.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the AGENCY may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the AGENCY resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the AGENCY in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of AGENCY, acts of another contractor in the performance of a contract with AGENCY, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies AGENCY in writing of the causes of delay. If, in the judgment of AGENCY, the delay is excusable, the time for completing the work shall be extended. The judgment of AGENCY shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the

termination had been issued for the convenience of AGENCY.

Termination for Convenience or Default (Architect and Engineering)

The AGENCY may terminate this contract in whole or in part, for the AGENCY's convenience or because of the failure of the Contractor to fulfill the contract obligations. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the AGENCY's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. AGENCY has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the AGENCY, the AGENCY's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the AGENCY may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the AGENCY.

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 AGENCY.

Termination for Convenience or Default (Cost-Type Contracts)

The AGENCY may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

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

If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

26. VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.
5. The right to collect on bond monies.

For purposes of this Contract, breach shall include:

1. Failing to perform a material portion of the contract;
2. Failing to comply with contract documents, including but not limited to bid documents, specifications and response to request for proposals;
3. Failing to meet established time and/or benchmarks of the contract;
4. Interfering with another contractor's obligations; and
5. Damage or destruction to the property of the Owner.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

• Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

• Example 2: The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within

the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it 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.

27. VETERANS EMPLOYMENT

49 U.S.C. 5325 (k) Veterans Employment. As provided by 49 U.S.C. § 5325(k): a. To the extent practicable, Contractor agrees that it: 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and b. Contractor also assures that its sub-recipients will: 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

28. BUILD AMERICA, BUY AMERICA ACT

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

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COMMONWEALTH OF PENNSYLVANIA SPECIFIC CONTRACT REQUIREMENTS:

1. NON-COLLUSION STATEMENT: The Antitid-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. A Non-Collusion Statement is included in each bid/proposal package and is required to be submitted by each bidder/proposer.
2. COMMONWEALTH NON-DISCRIMINATION CLAUSE: Each bidder/proposer is requested to certify its compliance with the Commonwealth of Pennsylvania's Non-Discrimination Clause.

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

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Engineer, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the Contract on account of gender, race, creed or color.
 - c. The Contractor and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
 - d. The Contractor shall not discriminate by reason of gender, race, creed or color against any subcontractor or supplier who is qualified to perform the work to which the Contract relates.
 - e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the Department and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the Consultant or subcontractor shall furnish such information on reporting forms supplied by the Department or the Bureau of Contract Administration and Business Development.
 - f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
 - g. The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Department may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.
3. STEEL PRODUCTS PROCUREMENT ACT OF 2013: All steel and cast-iron products used or supplied in the performance of this Contract shall be products produced from steel made in the United States in conformity with the Commonwealth of Pennsylvania's Steel Products Procurement Act of 2013.

4. SUB-CONTRACTOR PROMPT PAYMENT CLAUSE: Sub-contractors shall be paid within thirty (30) calendar days of receipt of payment from grantee to contractor.
5. ADA REQUIREMENTS: The Contractor agrees to comply 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.
6. PROHIBITED INTEREST: No member, officer, or employee of CamTran, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom. CamTran's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.
7. PA SEPARATIONS ACT OF 1913: The Contractor agrees to comply with all applicable requirements of the Pennsylvania Separations Act of 1913.
8. PENNDOT SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS - For Federally-Funded Public Transportation Grant Agreements:

STATEMENT OF PURPOSE

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by individuals who are determined to be socially and economically disadvantaged can compete fairly for DOT assisted contracts.

If a Disadvantaged Business Enterprise (DBE) race-conscious contract goal is assigned to this grant agreement, Section IV, entitled "Disadvantaged Business Enterprise in Federal Aid Contracts" of this Special Provision, shall apply.

If there is no DBE race-conscious contract goal, only Sections II, III, and parts of IV of this Special Provision will apply to this Agreement.

SECTION I. DEFINITIONS

The following definitions apply for terms used in this specification:

- A. **Broker**. An intermediary or middleman that does not take possession of a commodity or act as a regular dealer selling to the public.
- B. **Commercially Useful Function**. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable), and paying for the material itself.
- C. **Committee**. The Department's DBE Good Faith Effort Review Committee.

- D. Days. Calendar days as specified in 49 CFR Part 26, Section 26.5 In computing any interval of time described in this specification, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or state holiday, the period extends to the next day that is not a Saturday, Sunday, or state holiday. Similarly, in circumstances where PennDOT offices are closed for all or part of the last day, the period extends to the next day on which PennDOT offices are open.
- E. Director. The Director of the Bureau of Equal Opportunity.
- F. Disadvantaged Business Enterprise (DBE). A for-profit small business concern that is 51% owned and controlled by socially and economically disadvantaged individuals as defined in the Department's Program.
- G. Disadvantaged Business Enterprise Participation. Minority Participation and Commitment documented on the EO-380PT.
- H. DOT. The United States Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).
- I. Federal-Aid Contract. Any contract between the Department and a contractor that is paid in whole or in part with DOT financial assistance.
- J. Good Faith Effort. Efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness of this objective can reasonably be expected to fulfill the program requirement.
- K. Interdisciplinary Review Team (IRT). A team of three representing both the Bureau of Equal Opportunity and the Bureau of Public Transportation that performs the initial review of the Good Faith Effort documentation and makes the recommendation to the Director of the Bureau of Equal Opportunity.
- L. Manufacturer. A firm that operates or maintains a factory or establishment that produces, on its premises, the materials, supplies, articles, or equipment required under this contract and of the general character described by the contract specifications.
- M. PennDOT. The Pennsylvania Department of Transportation.
- N. Race-Conscious. A means or measure focused specifically on assisting DBEs only.
- O. Race-Neutral. A means or measure used to assist all small businesses, not just DBEs. This includes gender-neutrality.
- P. Regular Dealer. A DBE or SBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above

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if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Whether a DBE/SBE firm meets the criteria for being treated as a regular dealer is determined on a case-by-case basis.

- Q. Revised DBE Participation. Minority Participation and Commitment that is documented on the revised EO-380PT which includes new DBE firm(s) as well as those not affected by the revision.
- R. Shortfall. The difference between the dollar amount on the approved EO-380PT DBE Participation form(s) and the amount of payments to the approved DBEs.
- S. Small Business Enterprise (SBE). A for-profit small business concern certified by PennDOT as listed on www.dotsbe.pa.gov that meets the ownership and control requirements of the SBE certification program and the Personal Net Worth requirements of the SBE certification program.
- T. Transaction Expeditor/Broker. A DBE/SBE packager, broker, manufacturer's representative or others who arrange or expedite transactions and who arrange for material drop-shipsments.

SECTION II. REQUIRED DBE PROVISIONS

- A. Required DBE Assurances. The prime contractors or any subcontractors under the Contract, shall not discriminate based on race, color, national origin, or sex in the performance of this Contract. The contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. Failure by the contractors to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or imposition of other available sanctions.

Each contract, that CamTran signs with a prime contractor, and each subcontract a prime contractor signs with a subcontractor, must include the following clauses:

The contractor, sub-recipient, or subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT- assisted sub-agreements, third party contracts, and third-party subcontracts, as applicable.

The contractor, sub-recipient or subcontractor shall not discriminate based on race, color, national origin, or sex in the performance of this contract.

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure, by the contractor to carry out these requirements, is a material breach of this contract, which may result in the termination of this contract or such other remedy as the grant recipient deems appropriate, which may include, but is not limited to:

- 1. Withholding monthly progress payments;
- 2. Assessing sanctions;
- 3. Liquidated damages; and/or
- 4. Disqualifying the contractor from future bidding as non-responsible.

Additionally, the following language must be included in any contract, proposal or bid document, submitted by a bidder or proposer: Bidder is certifying that the DBE goal or the assurances as stated in the proposal will be met by obtaining commitments from eligible DBEs, or that the Bidder will provide acceptable evidence of good faith effort to meet the assurances or the commitment.

- B. Prompt Payment. Prime contractors are required to make prompt payment under 49 CFR Part 26.29 and 62 Pa.C.S. A certification of prompt payment will be required to certify that all subcontractors were paid from the previous month's payments. The Contractor will ensure that any subcontractor, who prime contractor contracts with for work under this Contract, agrees to pay each subcontractor under the prime contract within 14 days of the prime contractor's receipt of payment from CamTran for undisputed services provided by the subcontractor. This clause applies to both DBE and non-DBE subcontractors. Any Contractor making payments to DBE/SBE subcontractors must complete and submit an EO-402 Monthly DBE/SBE Status Report.

SECTION III. REQUIRED PROVISIONS BINDING UPON THE GRANTEE, PRIME CONTRACTOR, SUB-RECIPIENT OR SUBCONTRACTOR.

Policy for Federally Funded Projects. It is the policy of the DOT and PennDOT that DBEs, as defined in 49 CFR Part 26 (Part 26), Subpart A and in the Department's DBE Program Plan (Program), shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. The DBE requirements of Part 26, and the Department's DBE Program, apply to this grant agreement as follows:

- A. DBE Obligation. The grantee, or any sub-recipient, or any contractor or subcontractor, grantee utilizes under the grant agreement shall take all necessary and reasonable steps to ensure that all DBEs are afforded the opportunity to compete for and perform contracts. The grantee, contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of the Department and DOT-assisted contracts.
- B. Failure to comply with DBE Requirements. Failure by the Contractor or subcontractor under the Contract to carry out these requirements, is a material breach of this Contract, which may result in termination of this Contract, withholding progress payments, assessing sanctions, assessing liquidated damages, or any other remedy that CamTran deems appropriate. Failure to comply with DBE requirements may include, but are not limited to, failure to submit DBE Minority Participation and Commitment within the timeframe specified, failure to exert a reasonable Good Faith Effort to meet the established DBE goal, or failure to realize the approved DBE participation level set forth may result in the bidder being declared ineligible for the contract.
- C. Small Business Enterprise (SBE) Participation. Recruitment and utilization of certified SBEs is in addition to all other equal opportunity requirements of the contract. There is no SBE contract goal.

SECTION IV. DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL AID CONTRACTS

As a recipient of federal funding from the Federal Transit Administration (FTA), the Department

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is required to establish DBE contract goals for this Contract which are described herein and such goals, incorporated herein by reference, requiring Contractor to ensure the utilization of firms owned and controlled by socially and economically disadvantaged individuals certified as DBEs. This DBE goal remains in effect for the life of the project.

The Contractor must include the provisions listed in Section 2.a, above, in every subcontract, so that such provisions will be binding not only upon the prime contractor but also upon each subcontractor, supplier, service provider or consultant.

Utilization of certified DBEs is in addition to all other equal opportunity requirements of the contract.

Count DBE participation toward meeting the DBE goal for federal projects as follows: If a firm is a certified DBE contractor or subcontractor at the time that submission of the bid is due, the total dollar value of the contract awarded to the certified DBE is counted toward the applicable DBE goal as provided below. Any services to be performed by a DBE are required to be readily identifiable to the project.

A. Construction.

1. Prime Contractor. A DBE prime contractor will receive credit for all work performed with its own forces. CamTran strongly encourages DBE prime contractors to make additional outreach efforts to solicit DBEs to perform subcontracting work on the project.
2. Subcontractor. When a DBE participates in a contract directly as a subcontractor, or as a second-tier or lower-tier subcontractor, count only the value of the work performed by the DBE.

Count the entire amount of that portion of a construction contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the subcontract, including supplies purchased or equipment leased by the DBE.

When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count.

Count expenditures to a DBE contractor only if the DBE is performing a CUF on that contract.

B. Materials and Supplies.

1. DBE Manufacturer. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies.
2. DBE Regular Dealer. If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies. There is no North American Industry Classification System (NAICS) code for a regular dealer.

Contract **No. IFB-24-04 CamTran Maple Ave Security Camera Upgrade**

3. DBE Transaction Expeditior/Broker. If the materials or supplies are purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves.
- C. Service Providers. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance the contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
- D. Trucking Firms. Count 100% of trucking costs using the following factors to determine what can be counted:
 1. Count if the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 2. Count if the DBE owns and operates at least one fully-licensed, insured, and operational truck used on the contract.
 3. Count the total value of the transportation services the DBE provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 4. The DBE may lease trucks from another DBE firm, including an owner-operator who is a certified DBE. If the DBE leases trucks from another DBE, count the total value of the transportation services the lessee DBE provides on the contract.
 5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. If the DBE leases trucks from a non-DBE firm and the DBE operates these leased trucks (with its own forces), count the total value of the transportation services. If the DBE leases trucks from a non-DBE owner-operator, count only the fee or commission it paid as the result of the lease arrangement. Do not count the total value of the transportation services provided by the lessee (non-DBE owner-operator), since these services are not provided by a DBE.
 6. For purposes of this provision, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from being used for work for others during the term of the lease with the consent of the DBE so long as the lease gives the DBE absolute authority priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE. The lease must explicitly state that the DBE leases trucks without operators when the counting of the total value of transportation services is intended.

SECTION V. COUNTING SBE PARTICIPATION

- A. Recruitment and utilization of certified SBEs is in addition to all other equal opportunity requirements of the contract.

- B. The SBE goal is 0.00%.
- C. Count SBE participation the same as DBE participation.

SECTION VI. ACTIONS REQUIRED BY THE BIDDER AT THE BIDDING STAGE AND PRIOR TO AWARD FOR PROJECTS WITH A DBE GOAL

- A. Submission Preparation. The prime contractor must obtain and provide all applicable NAICS codes for each proposed DBE and type of work that it will perform on the contract.
- B. Submission Requirements. When the DBE goal established by the Department is met or exceeded, the apparent low bidder is required to submit evidence of such commitments at the bid opening as presented on Form EO-380PT.

When the DBE goal established by the Department is not met (the Department will not round up), demonstrate a Good Faith Effort (GFE) to meet the contract DBE goal. Demonstrate that the efforts made were those that a bidder seeking to meet the DBE goal established by the Department would make, given all relevant circumstances. All submissions must include, as a part of the GFE documentation, copies of each DBE and non-DBE subcontractor quote when a non-DBE subcontractor was selected over a DBE subcontractor for work on the contract.

- C. Good Faith Effort Requirements. The demonstration of GFEs is accomplished by seeking out DBE participation in the project given all relevant circumstances. The PA UCP list is the only approved DBE list considered by the Department. The following illustrate the types of efforts that may be taken, but they are not deemed to be exclusive or exhaustive (for more guidance on GFE requirements, refer to Appendix A of Part 26. The Director and/or Committee will consider other factors and types of efforts that may be relevant:
 - 1. Efforts made to conduct market research to identify small business contractors and suppliers and solicit through all reasonable and available means (e.g., use of the PA UCP website <https://www.dotsbe.pa.gov/PAUCPWeb/paucp/viewHome.do>, attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder should provide written notification, at least 15 calendar days before the bid opening, to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - 2. Efforts made to select portions of the work to be performed by DBEs to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - 3. Efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

4. Efforts made to negotiate in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a variety of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract DBE goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in and of itself sufficient reason for a bidder's failure to meet the contract DBE goal, so long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own work force does not relieve the bidder of the responsibility to make a GFE. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
5. Bidder's determination of a DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within the industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the contract DBE goal. Another practice considered an insufficient GFE is the rejection of a DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes to satisfy the contract DBE goal.
6. Efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance.
7. Efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Efforts to effectively use the services of the Department's DBE Supportive Services Center; services of the Department's SBE Supportive Services Center; services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

SECTION VII. ACTIONS TO BE TAKEN BY THE DEPARTMENT BEFORE AWARD

Good Faith Effort Review. If the apparent low bidder fails to meet the contract DBE goal, the Department will review the GFE documentation. If, during the review of the Contractor's GFE information, the reviewers have questions, the Contractor may be contacted for clarification. The GFE steps are as follows:

- A. IRT reviews and makes a recommendation to the Director.

B. The Director either:

1. Approves recommendation that the GFE was met and the EO-380PT will be approved, or
2. Recommends that the GFE Committee provide administrative reconsideration and render a determination.

C. If forwarded to them, the GFE Committee meets and makes the final determination. If the Committee determines that the apparent low bidder met the GFE, the EO-380PT will be approved. If the Committee determines that the apparent low bidder has failed to make a GFE, the bid will be rejected, and the apparent low bidder will be notified of the rejection.

SECTION VIII. ACTION TO BE TAKEN BY THE DEPARTMENT DURING PROJECT

To ensure that all obligations awarded to DBEs under this grant agreement are met, the Department upon request, will provide assistance in review of the Contractor's DBE involvement efforts during the performance of the project whether or not the DBE is listed on the approved EO-380PT. The review will include a CUF review and analysis.

Sanctions. Upon completion of the work the Department, upon request, will provide assistance in reviewing the actual DBE participation. Sanctions may be imposed for noncompliance or unwarranted shortfalls in the approved DBE goal.

- A. DBE Participation. The prime contractor must continue to make GFEs for the life of the project. When the EO-380PT is approved with DBE participation less than the contract DBE goal, continue GFE toward meeting the contract DBE goal. Ensure that the Commitment is attained. Proof of attainment is provided by payments to DBEs and documented by the grantee.
- B. DBE Subcontractor Approval. Firms listed on form EO-380PT are not to commence work until they are approved by the grantee.

All firms listed on the approved EO-380PT including those business types other than subcontractor (i.e. dealers, truckers, service providers), must be submitted for subcontractor approval after the contract is executed and approved before DBEs actual performance of work. The subcontractor request must be equal to or greater than the committed amount. Submit for subcontractor approval any other DBE whether they are listed on the approved DBE Minority Participation and Commitment. When submitting request for subcontractor approval, attach a copy of the DBE subcontract or agreement.

- C. Substitution. Obtain written approval from the Department's DBE Liaison Officer (DBELO) before substituting a DBE or making any change to the DBE participation listed on the approved EO-380PT or approved DBE subcontractor. Immediately request substitution authorization from the Owner in writing. The request must include documentation supporting the substitution and written agreement from the DBE to the change. Include proof that a certified letter giving the DBE five (5) days to respond with acceptance or to notify the Owner of non-acceptance. Demonstrate that every effort has been made to allow the DBE to perform.

1. If the arrangement to be replaced is agreeable between the Contractor and the

DBE, document the following procedures:

- a. Make a GFE in accordance with b. to subcontract the work with another DBE, or subcontract other work items to DBE firms, to make up the DBE shortfall. A prime contractor's inability to find a replacement DBE at the contract price is not, in and of itself, adequate to support a finding that GFEs have been made to replace the original DBE. The fact that the prime contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the prime contractor of the obligation to make GFEs to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
 - b. When the substitution results in meeting the DBE goal, complete a revised EO- 380PT and/or a revised subcontractor approval request within seven (7) days. If the DBE performed on the project, the revised EO-380PT and/or subcontractor approval request should include the total amount paid to the DBE before the DBE substitution.
 - c. When the substitution does not result in meeting the DBE goal, provide additional GFE documentation, including (1) a statement of efforts made to negotiate with DBEs for specific work or supplies, including the names, addresses, telephone numbers, and emails of those DBEs that were contacted; (2) the time and date each DBE was contacted; (3) a description of the information provided to DBEs regarding plans and specifications for portions of the work to be performed or the materials supplied; and (4) an explanation of why an agreement between the prime contractor and DBE was not reached. If the DBE performed on the project, the revised EO-380PT should include the total amount paid to the DBE before the DBE substitution.
2. Good Faith Effort Review. The Department/Owner will review the GFE documentation for substitution. If, during the review of the Contractor's GFE information, the Interdisciplinary Review Team (IRT) has questions, the Contractor may be contacted for clarification. The GFE steps are as follows:
- a. The Department reviews and, if acceptable, approves the GFE and DBE revision or recommends that the IRT make the determination.
 - b. The IRT either
 - (1) Approves recommendation that the GFE was met and the substitution will be approved, or
 - (2) Disapproves the GFE resulting in a shortfall requiring the contractor to continue GFEs.
 - c. If forwarded to the IRT, the IRT makes a final recommendation to the DBELO for a determination.

Do not perform any of the DBE work included in the substitution request without prior approval from the Department.

If the projected DBE participation on an approved EO-380PT meets or exceeds the DBE goal amount for the contract without replacing the DBE, then no contract shortfall exists. A revised EO-380PT and/or subcontractor approval request must be submitted to reflect the decreased dollar amount.

3. If the arrangement to be replaced is not agreeable between the Contractor and the DBE, the following procedures are required:
 - a. Until a determination is made, do not perform the DBE work without prior approval.
 - b. The IRT will review and renders a recommendation to the DBELO for a decision. The owner will notify both the Contractor and the DBE of the DBELO's decision.
 - c. The Contractor or the DBE may request a meeting with the Department by contacting the Bureau of Public Transportation.
- D. SBE Participation. SBE Firms should not commence work until they are approved by the Owner. The SBE, including those business types other than subcontractor (i.e. supplier, trucking, service provider), must be submitted for subcontractor approval after the contract is executed and approved before to SBEs actual performance of work.
- E. Additional Work. When additional work is required for any classification of work, which is identified on the EO-380PT, to be performed by the DBE, at least 50% of this additional work will be performed by the same DBE unless the DBE submits, in writing, that it cannot perform the work due to its own limitations.
- F. Progress Payments. Make payments in within 30 days of receipt, in accordance with 49 CFR Part 26.29 (b). Document payments on EO-402 and submit to the Owner.
- G. Records and Reports. Keep such project records as are necessary to determine compliance with DBE Requirements. These records can be used as GFE documentation. Design these records to indicate:
 1. The number of disadvantaged and non-disadvantaged subcontractors, small businesses, regular dealers, manufacturers, consultants, and service providers, and the type of work or services performed on or materials incorporated in this project.
 2. The progress and efforts made in seeking out DBE and SBE contractor organizations and individual DBEs and SBEs for work on this project.
 3. Documentation of all correspondence, personal contacts, telephone calls and the like to obtain the services of DBEs and SBEs for this project. Submit reports, as required by the Department. Certify that the amounts were actually paid to the DBE and SBE for work performed on the project and keep cancelled checks on file in the home office to reflect payment for the specific project and for inspection and audit by the Department. Record the payment information on the EO-402 and document the following:

Contract **No. IFB-24-04 CamTran Maple Ave Security Camera Upgrade**

-
- a. The number of contracts awarded to DBEs and SBEs, noting the type of work and amount of each contract executed with each firm and including the execution date of each contract.
 - b. The amount paid to each DBE and SBE during the month and the amount paid to date. If no payments are made to a DBE/SBE during the month, enter a zero (\$0.00) payment.
 - c. Paid invoices or a certification attesting to the actual amount paid to each firm, upon completion of the individual DBE's and SBEs work. In the event the actual amount paid is less than the award amount, provide a complete explanation of the difference.

Maintain all such records for a period of three (3) years following acceptance of final payment. Make these records available for inspection by the Department and FTA at reasonable times and places.

Referenced DBE Special Provision attachments can be downloaded using the web addresses below:

Form EO-354 PT, Commercially Useful Function Report

<http://www.dot.state.pa.us/public/PubsForms/Forms/EO-354PT.pdf>

Form EO-402, Monthly DBE/SBE Status Report

<http://www.dot.state.pa.us/public/PubsForms/Forms/EO-402.pdf>

Form EO-380PT, DBE Participation for Federal Projects

<http://www.dot.state.pa.us/public/PubsForms/Forms/EO-380PT.pdf>

Form PT-27 DBE Project Compliance Review Checklist for Transit Systems

<http://www.dot.state.pa.us/public/PubsForms/Forms/PT-27.pdf>

For questions or concerns in completing the above attachments, you may contact the BEO for guidance. DBELO can be reached by telephone at 717- 787-5891.

The undersigned hereby certifies that it will comply with the Federal and Commonwealth of Pennsylvania Contracting requirements in accordance

_____ Date

_____ Signature

_____ Title

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

ATTACHMENTS

**ATTACHMENT “C”
BID GUARANTY**

THE BID SHALL NOT BE WITHDRAWN BEFORE THE EXPIRATION OF NINETY (90) DAYS FROM THE DATE OF BID OFFERING.

THE BIDDER SHALL ACKNOWLEDGE THIS PROPOSAL BY SIGNING AND COMPLETING THE SPACES PROVIDED BELOW.

(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION)

WITNESS:

SIGNATURE OF BIDDER

BY

(Type Name and Title signed above)

ADDRESS OF BIDDER:

(ATTACH NAMES AND ADDRESSES OF MEMBERS OF THE
FIRM) IF A CORPORATION

WITNESS:

SIGNATURE OF BIDDER

BY

(Type Name and Title signed above)

BUSINESS ADDRESS:

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

CORPORATE SEAL IMPRINT BELOW:

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

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ATTACHMENT "D" (Page 1 of 2)
FORM OF PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Surety, are bound to the Cambria County Transit Authority (CamTran), as Obligee, hereinafter called Owner, in the amount of Dollars (\$ _____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a written agreement

dated the _____ day of _____, 20____,

for

which is by reference made a part hereof and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs the Contract between the CONTRACTOR and the Owner for construction of _____, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, supplying CONTRACTOR with labor, materials, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the CONTRACT; and
3. Pays Owner all losses, damages, expenses, costs and attorney's fees including appellate proceedings, that Owner sustains because of default by CONTRACTOR under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void; otherwise it remains in full force.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Whenever CONTRACTOR shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the CONTRACT in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Proposer, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible Proposer, arrange for a Contract between such Proposer and Owner, and make available as work progresses (even though

ATTACHMENT "D" (Page 2 of 2)
FORM OF PERFORMANCE AND PAYMENT BOND

there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by Authority to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by Authority to CONTRACTOR.

No right action shall accrue on this bond or for the use of any person or corporation other than the Authority named herein and those persons or corporations, or their heirs, executors, administrators, or successors.

Signed and sealed this _____ day of _____, A.D., 20____

_____(Name of Corporation)

WITNESSES:

Secretary

BY:

(Signature and Title)

BY:

(Type Name and Title signed above)

(CORPORATE SEAL)

In the presence of:

INSURANCE COMPANY:

BY:

Agent and Attorney-in-Fact

Address:

(Street)

(City, State, Zip Code)

Telephone No.: _____

ATTACHMENT "E" (Page 1 of 2)
PERFORMANCE AND PAYMENT BOND GUARANTY
FORM (IRREVOCABLE LETTER OF CREDIT)

Date of Issue

Issuing Bank's No.

Beneficiary:

Applicant:

Cambria County Transit Authority (CamTran)

Amount:
in United States Fund

Expiry:

(Date)

Proposal/Contract Number

we hereby authorize you to draw on _____
(Bank, Issuer name)

at _____ (branch address)

by order of and for the account of _____
(contractor, applicant, customer)

up to an aggregate amount, in United States Funds, of _____ available by your
draft at sight, accompanied by:

- (1) A signed statement from _____ or authorized representative, that the
drawing is due to default in performance of certain obligations on the part of
_____, (contractor, applicant, customer)

by and between Administrative Agency and _____,
(Contractor, applicant, customer)

Pursuant to the Proposal/Contract No. _____ for _____

ATTACHMENT "E" (Page 2 of 2)
PERFORMANCE AND PAYMENT BOND GUARANTY
FORM (IRREVOCABLE LETTER OF CREDIT)

Drafts must be drawn and negotiated not later than _____
(Expiration date)

Drafts must bear the clause: "Drawn under Letter of Credit No. _____
(number)
of _____, dated _____.
(Bank name)

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the Authority with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed (1) year term. Notification to CamTran that this Letter of Credit shall expire prior to performance of the contractor's obligations shall be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts shall be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the final completion

of the Project by the _____.
(Contractor, applicant, customer)

and final acceptance by CamTran.

This Credit is subject to the "uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1984 revision), Publication No. 400. If a conflict between the Uniform Customs and Practice for Documentary Credits and Pennsylvania law should arise, Pennsylvania law shall prevail. If a conflict between the law of another state or county and Pennsylvania law should arise, Pennsylvania law shall prevail.

Authorized Signature: _____

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

ATTACHMENT "F"
NON-COLLUSION AFFIDAVIT

Cambria County Transit Authority (CamTran)
502 Maple Avenue
Johnstown, PA 15901

TO: Board of Directors

The Undersigned, having examined the Specifications, Standard Requirements and other documents and being familiar with the various conditions under which these services, equipment and/or supplies are to be used, agrees to furnish all labor, materials, tools, equipment and services called for in the bid for the prices stated.

The Undersigned hereby certifies that this proposal is genuine and not a sham, collusive, or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named, and that the Undersigned has not, directly induced or solicited any Bidder to submit a sham bid or any other person, firm or corporation to refrain from bidding and that the Undersigned has not, in any manner, sought by collusion to secure for themselves an advantage over any other bidder.

Company Name: _____

Address: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

TRADING AND DOING BUSINESS AS (CHECK ONE)

☐ Individual

☐ Partnership

☐ Corporation

(Seal)

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

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ATTACHMENT "G"
BUY AMERICA CERTIFICATION
(For Procurement of Steel, Iron or Manufactured Products)

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR 661 and 49 U.S.C. § 5323(j).

This Buy America Certificate must be completed and submitted with the bid. A bid for any purchase or contract which does not include the Certificate of Compliance will be considered non-responsive. A Certificate of Non-Compliance is considered non-responsive and the bid is to be rejected.

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

49 U.S.C. § 5323(j) permits FTA participation on this contract only if steel, iron, and manufactured products used in this contract are produced in the United States.

Certificate of Compliance With 49 U.S.C. § 5323(j)(1)

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 CFR 661.

Date: _____

Signature: _____

Company Name: _____

Title: _____

or

Certificate of Non-Compliance With 49 U.S.C. § 5323(j)(1)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j)(1) but it may qualify for an exception to the requirement pursuant with 49 U.S.C. § 5323(j)(2)(B) or (j)(2)(D) and regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

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

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ATTACHMENT "H"**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION,
AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Primary Participant, _____ (major third party Bidder),
certifies to the best of its knowledge and belief, that it and its principals:

- A Are not presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph B of this certification; and D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default. (If the Primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

The primary participant, _____, certifies, or affirms, the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understand that the provisions of 2 C.F.R. Part 1200 and 2 C.F.R. Part 180.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under state and local law to comply with the subject assurances and the certification above has been legally made.

Signature of the Applicant's Attorney

Date

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

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ATTACHMENT "I"
COMMONWEALTH NON-DISCRIMINATION CLAUSE

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

Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex, handicap, or disability. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

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

2. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color religious creed, ancestry, national origin, age, sex, handicap, or disability.
3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Contractor has delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contractor Compliance Regulations issued by Pennsylvania Human Relations Commission, or this non-discrimination clause. Contractor shall then employ and fill vacancies through other non- discriminatory employment procedures.
6. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to PA Code Chapter 49.35 of these Regulations. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

ATTACHMENT "I" (Page 2 of 2)
COMMONWEALTH NON-DISCRIMINATION CLAUSE

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
9. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
10. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.
11. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

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

DATE: _____ FIRM NAME: _____

BY

SIGNATURE AND TITLE: _____

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

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ATTACHMENT "K"
HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT _____ hereinafter called CONTRACTOR, has entered or will enter into an Agreement with Cambria County Transit Authority (CamTran) hereinafter called the OWNER for _____.

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

The obligations of the CONTRACTOR to ENGINEER under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or (b) the giving of or the failure to give directions or instruction by ENGINEER, his agents or employees provided that such giving or failure to give is the primary (active) cause of injury or damage.

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

By _____
(Signature)

By _____
(Signature)

Attest:

Date _____

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

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ATTACHMENT “L” (Page 1 of 2)
CONTRACTOR INTEGRITY

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

1. **DEFINITIONS**

- a. “Confidential information” means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth of Pennsylvania or the Owner.
- b. “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth or the Owner, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Owner shall be deemed to have consented by virtue of execution of this agreement.
- c. “Contractor” means the individual or entity that has entered into this agreement with the Owner, including directors, officers, partners, managers, key employees, and owners of more than five percent (5%) interest.
- d. “Financial Interest” means:
 - (1) Ownership of more than five (5%) percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- e. “Gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans., subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

- 2. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth of Pennsylvania and/or the Owner.
- 3. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.
- 4. The Contractor shall not, in connection with this or any other agreement with the Owner or the Commonwealth of Pennsylvania, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Owner or the Commonwealth of Pennsylvania.
- 5. The Contractor shall not, in connection with this or any other agreement with the Owner or the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Owner or the Commonwealth.
- 6. Except with the consent of the Owner and the Commonwealth, neither the Contractor nor anyone in privity with the Contractor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

ATTACHMENT "L" (Page 2 of 2)

1. Except with the consent of the Owner and Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
2. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Owner in writing.
3. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that the Contractor has not violated any of these provisions.
4. The Contractor shall, upon request of the Office of State Inspector General or Owner's Controller, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the Contractor of, concerning, and referring to this agreement with the Owner or which are otherwise relevant to the enforcement of these provisions.
5. For violation of any of the above provisions, the Owner (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 liquidated damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Owner or Commonwealth. These rights and remedies are in addition to those the Commonwealth or the Owner may have under law, statute, regulations, otherwise.
6. The Contractor is not currently and/or has not been debarred or suspended from doing business with the Commonwealth, the Federal Government, or the Owner except in the following instances: *(if None write NONE)*

CONTRACTOR:

BY: _____

WITNESS: _____

State of _____ County of _____
 Sworn and subscribed to before me this date _____ of _____, 20____
 Notary Public:
 My Commission Expires:

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

ATTACHMENT "M"
DEBARMENT CERTIFICATION

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

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Commonwealth of Pennsylvania, the Federal Government or other states.
- 2) Have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within the preceding three-year period had one or more public transactions (Federal, State or local) terminated for cause or default.

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

DATE: _____

FIRM NAME: _____

BY

SIGNATURE & TITLE: _____

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

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ATTACHMENT “N” (PAGE 1 OF 2)
PUBLIC WORKS EMPLOYMENT VERIFICATION ACT

Bidder acknowledges that this bid is for a public works contract and bidder is therefore subject to the provisions, duties, obligations and penalties of the Public Works Employment Verification Act, 43 P.S. 167.1- 167.11, which is incorporated herein by reference.

The lowest responsible bidder must comply with the Public Works Employment Verification Act by submitting a Commonwealth Public Works Employment Verification Form to the public body prior to award of the contract. The form and relevant information can be found on the Department of General Services’ web site at www.dgs.state.pa.us.



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

☐ Contractor ☐ Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature

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

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ATTACHMENT "O-5"**AFFIDAVIT OF DISADVANTAGED BUSINESS ENTERPRISE***(Submit for each DBE eligible contractor or subcontractor(s) to certify eligibility.)*

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 _____ (month/day), _____ (year) 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 Schuylkill Transit System 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 _____, 20____, 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: _____

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

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ATTACHMENT "P"**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: _____

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

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ATTACHMENT “Q”

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

DATE:_____ FIRM NAME:_____

BY

SIGNATURE & TITLE:_____

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

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ATTACHMENT "R"
LOBBYING CERTIFICATE

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Req. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

DATE: _____ FIRM NAME: _____

BY _____

SIGNATURE & TITLE: _____

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

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ATTACHMENT "S"
NOTICE OF FEDERAL REQUIREMENTS

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

DATE:_____ FIRM NAME:_____

BY _____

SIGNATURE & TITLE:_____

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

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ATTACHMENT "T"**ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS**

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

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

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

- a. Environmental Protection. To the extent applicable, compliance with the requirements of the National Environmental Policy Act of 1969, as amended, 42 USC && 4321 et seq.; Section 14 of the Federal Transit Act, as amended, 49 USC app.&& 1610; the Council on Environmental Quality regulations, 40 C.F.R. Part 1500 et seq.; and the joint FHWA/FTA regulations "Environmental Impact and Related Procedures," at 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- b. Air Pollution. Compliance with the joint FHWA/FTA regulations, "Air Quality Conformity and Priority Procedures for Use in Federal-Aid Highway and Transit Projects" 49 C.F.R. Part 623. This includes satisfactory assurances that any facilities or equipment acquired, constructed, or improved as a part of the Project are or will be designed and equipped to limit air pollution as provided in accordance with the following EPA regulations: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600;; in accordance with applicable Federally-approved State Implementation Plan(s) (in particular, the Transportation Control Measures); and in accordance with applicable Federal regulations, directives and other standards.
- c. Energy Conservation. The undersigned and its third party contractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC && 6321 et seq.

DATE: _____ FIRM NAME: _____

BY _____

SIGNATURE & TITLE: _____

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

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ATTACHMENT "U"
BIDDER'S QUALIFICATIONS (PAGE 1 of 4)

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information he desires. This statement must be notarized.

1. Name of Bidder: _____
2. Federal Taxpayer Identification No. _____
3. Phone No. _____ Email address or website: _____
4. Permanent Main Office Address: _____
5. When Organized: _____
6. Check Type of Organization:
Individual Proprietorship _____ Partnership _____ Corporation _____
7. If a corporation, where incorporated: _____
8. How many years have you been engaged in the contracting business under your present firm or trade name? _____
9. Contract on hand: (Schedule these, showing amount of each contract and the owner, the owner's phone number and the approximate anticipated dates of completion.) _____
10. Describe the general character of work performed by your company. _____
11. Have you ever failed to complete any work awarded to you? If so, where and why? _____

ATTACHMENT "U"
BIDDER'S QUALIFICATIONS (PAGE 3 of 4)

19. Total Bondable Amount: \$
20. Single Project Bond Limit: \$
21. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Cambria County Transit Authority (CamTran)?
22. Do you have Programs that meet the requirements of the Federal and State Equal Employment Opportunity sections of General Conditions (1.41 and 1.42)?
23. Do all subcontractors proposed to be used in the execution of the contract have Programs that meet the Federal and State EEO requirements?
24. List of Proposed Subcontractors for this Project, including contact person, address, phone number, type of work and DBE status, if applicable:
25. Have you ever been denied an award of a contract or ever had funds withheld from your firm for failure to comply with the Federal Equal Employment Provisions required by Executive Order No. 11246 or the Commonwealth of Pennsylvania Affirmative Action Provisions required by Executive Order 1988-1?
26. List all of the Parties of Interest in the Business Entity and the extent of their respective interest and, in the event any other parties have a beneficial interest, their names and the extent of such interest.
28. Has the company or Parties in Interest filed for bankruptcy in the last five (5) years?

ATTACHMENT "U"
BIDDER'S QUALIFICATIONS (PAGE 4 of 4)

This Form Prepared By: _____

Title: _____

Date: _____

(Sign and Notarize below)

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Cambria County Transit Authority (CamTran) in verification of the recitals comprising this Statement of Bidder's Qualifications.

Date this _____ day of _____, 20_____.

 BIDDER

By _____

Title _____

State of _____)

)

) SS

County of _____)

Being duly sworn deposes and says that he/she is

_____ of _____

_____ and that the answers to the foregoing

questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20_____

 Notary

My commission expires _____, 20_____

ATTACHMENT “V” (Page 1 of 2)**BIDDER’ CHECKLIST**

This form must be completed and returned with submission of bid documents. The Bidder shall use this list to ensure all required certification, affidavits, and documentation have been provided. Failure to return this form may be cause for the bid to be considered non-responsive.

		Bidder Check	CamTran Check
Attachment A	Bid Form	_____	_____
	Request for Questions/Clarifications Form	_____	_____
Attachment B	FTA and Commonwealth of PA 3 rd Party	_____	_____
	Contract Provisions		
Attachment C	Bid Guaranty	_____	_____
Attachment D	Performance and Payment Bonds	Submitted at Contract Award	
Attachment E	Performance and Payment ILOC	Submitted at Contract Award	
Attachment F	Non-Collusion Affidavit	_____	_____
Attachment G	Buy America Certification	_____	_____
Attachment H	Certification of Primary Participant	_____	_____
	Regarding Debarment		
Attachment I	Commonwealth Discrimination Clause	_____	_____
Attachment J	PA Steel Products Procurement Act Cert.	_____	_____
Attachment K	Hold Harmless Agreement	_____	_____
Attachment L	Contractor Integrity	_____	_____
Attachment M	Debarment Certification	_____	_____
Attachment N	PAEVF	_____	_____
Attachment O	DEB Documentation	_____	_____
Attachment P	Americans with Disabilities Act Compliance	_____	_____
Attachment Q	Title VI of the Civil Rights Act of 1964	_____	_____
Attachment R	Lobbying Certificate	_____	_____
Attachment S	Notice of Federal Regulations	_____	_____
Attachment T	Envi, Resource Consv, and Energy Rqmnts	_____	_____
Attachment U	Bidder’s Qualifications	_____	_____
Attachment V	Bidder’s Checklist	_____	_____
Attachment W	Nondiscrimination Clause (PA)	_____	_____

ATTACHMENT W (1 of 2)
NONDISCRIMINATION CLAUSE (PA)

§ 49.101. Nondiscrimination clause.

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

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age or sex. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
2. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.
3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for

ATTACHMENT W (2 of 2)
NONDISCRIMINATION CLAUSE (PA)

purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to §49.35 (relating to information concerning compliance by contractors). If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.
10. The terms used in this nondiscrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.
11. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

**SECTION VI
SCOPE OF WORK
AND
TECHNICAL SPECIFICATIONS**

CAMBRIA COUNTY TRANSIT AUTHORITY
CONTRACT NO. IFB-24-04
FOR
Security Camera Upgrade
Camtran 502 Maple Ave, Johnstown, PA 15901
SPECIAL PROVISIONS
AND
SUPPLEMENTAL TECHNICAL SPECIFICATIONS

Scope of Work/Technical Specifications

Project Overview:

- CamTran aims to enhance its surveillance capabilities by implementing a modern VMS solution and upgrading to high-definition IP cameras. The new system must ensure day and night monitoring capability, with a minimum resolution of 4MP. The NVR should allow for secure external access and centrally managed storage with a retention period of at least 30 days. With the ability to store additional video back up to and offsite server such as cloud storage if needed
- We require:
- 21 outdoor cameras, including 2 PTZ cameras
- 31 indoor cameras
- 5 indoor quad cam lens cameras to monitor bus lanes.

Project Objectives:

- Replace the existing surveillance system with a centrally managed VMS.
- Deploy new IP dome cameras with H.264 compression and Power over Ethernet (PoE) capabilities.
- Cameras with Varifocal Lense
- Ensure day and IR capability with a minimum resolution of 5MP.
- Implement an VMS system with at least 25 days of retention, external access, and central management.
- Install 19 outdoor cameras, 31 indoor cameras, including 1 outdoor PTZ camera, and 5 indoor quad cam lens cameras in the bus maintenance lanes.
- Adhere to safety regulations, including certification for 2-person lift operation.
- Ensure proper installation, imaging, and configuration of cameras and VMS.

Scope of Work:

The scope of work includes, but is not limited to, the following:

- Install new CAT6 cabling to all new camera locations. With no splices, point to point, unless distance of run is an issue and POE boosters are necessary
- Reuse existing CAT5E cabling where feasible to reduce overall wiring scope.

Contract **No. IFB-24-04 CamTran Maple Ave Security Camera Upgrade**

- Replace any non-CAT5E/6 wiring with CAT6, and install new EMT conduit when required.
- Use existing EMT conduit for replacement locations; install new EMT for new camera locations.
- Run all wiring in open ceiling spaces through EMT conduit with proper EMT harnessing.
- Securely attach all wiring to the building structure.
- Terminate all new wiring following EIA-TIA 568B standards.
- Connect all terminated wiring to proper patch panels at one of the three network locations within the building.
- Install and configure 3 24 port POE 370 watt managed network switches in each IDF
- A decent amount of areas will require use of a lift or tall ladders while some area will require a standard 6ft ladder.
- A 2 person lift is on-sight and can be used for this install with proper lift certification.
- A walkthrough is strongly suggested so the vender can make their own determination of any potential challenges during the installation.
- 40 cameras require a new cat6 run

Requirements:

- Adherence to CAT6 network cable standards for all work.
- Optimization of existing CAT5E cabling wherever possible.
- Replacement of non-CAT5E/6 wiring with CAT6, and installation of new EMT conduit when required.
- Utilization of existing EMT conduit for replacement locations.
- Installation of new EMT conduit for new camera locations.
- All wiring in open ceiling spaces must be run in EMT conduit with proper harnessing.
- Secure attachment of wiring to the building structure.
- Wiring termination must follow EIA-TIA 568B standards.
- Camtran will provide full-time access to a lift during the project; no lift rental for indoor wiring will be required. (NOTE: If there is any reason CamTran Maintenance should need this lift to support operations we reserve the right to take use of this lift at any time during the project)
- VMS must support a scalable camera solution.
- If VMS is a local appliance, it must run a currently supported operating system.
- VMS must have the capability to integrate with a door access system. (Such as our current system of access control is Lenel)
- PTZ cameras should have 50x magnification capabilities.
- Hardware cannot be on the NDAA list.
- Quote must include cat6 network cable, patch panels, patch cables and cat6 ends or provided by the installer.
- May need to install a 2-post rack to accommodate server in MDF

Submission Guidelines:

Contract **No. IFB-24-04 CamTran Maple Ave Security Camera Upgrade**

- Interested vendors are invited to submit proposals electronically in PDF format to aweir@camtranbus.com no later than [Submission Deadline]. All inquiries and requests for clarification should be directed Adam Weir, Procurement Specialist.

Evaluation Criteria:

Proposals will be evaluated based on the following criteria:

- Technical Merit: Suitability and quality of the proposed VMS and IP camera solution.
- Experience: Vendor's experience in deploying similar surveillance projects.
- Cost-effectiveness: Overall value proposition, including pricing and cost of implementation.
- Compliance: Adherence to project requirements and safety regulations.
- Timeliness: Ability to meet project deadlines and milestones.
- Installer must use and comply with certified PA prevailing wage rates and processes.
- Preferred hardware solutions:
 - Milestone VMS with xProtect Pro+
 - Milestone Husky Server 1000R 96TB
 - Milestone Careplus support
 - Hanwha cameras – QNV8080R or equivalent specs
 - 5 Megapixel resolution
 - 3.2~10mm (3.1x) motorized varifocal lens
 - 30fps@all resolutions (H.265/H.264)
 - H.265, H.264, MJPEG codec supported, Multiple streaming
 - Day & Night (ICR), WDR (120dB)
 - Defocus detection, Directional detection, Motion detection, Enter/Exit, Tampering, Virtual line
 - IR viewable length 30m, IP66, IK10
 - Hallway view support
 - Analog video out & simple focus for easy installation
 - LDC support (Lens Distortion Correction)
 - No Bullett cameras

GOVERNING SPECIFICATIONS (G a00101). This Bid Proposal is made under, subject to, and governed by: *Specifications 408/2020, Change No. 6, Effective April 14, 2023*, of the Pennsylvania Department of Transportation. Within these Specifications where dual measurement and tabular options are presented, English standards apply.

APPLICABLE DESIGNATED SPECIAL PROVISIONS (G a00101). The following Designated Special Provisions are found in Appendix C to the above Governing Specifications. Those that apply to this bid proposal are preceded with a check (i.e., "X"). Goals, minimum levels of participation, or other project specific requirements associated with these documents are also established where applicable:

X DSP1. Offset Provision for State Contracts.

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X DSP2. Contractor Responsibility Provisions.

X DSP3. Provisions for State Contracts Concerning the Americans with Disabilities Act.

DSP4. Diverse Business (DB) Requirements for Non-Federally Funded Construction Projects.

X DSP7. Disadvantaged Business Enterprise (DBE) Requirements for Federally Funded Construction Projects.

DSP8. F.A.R. - Required Contract Provisions Federal-Aid Construction Contracts FHWA-1273 (Revised May 1, 2013). Also attached to the Proposal/Contract.

X DSP9. Special Supplement - Anti-Pollution Measures – August 26, 1999.

X DSP10. Nondiscrimination/Sexual Harassment Clause.

X DSP11. Contractor Integrity Provisions.

DSP12. Executive Order 11246, with Appendices A and B.

X DSP13. Buy America.

DSP14. Enhanced Minimum Wage Provisions.

LOCAL AUTHORITY CONTRACT (G a02801)

Throughout the Pennsylvania Department of Transportation's Specifications Publication 408, wherever references are made to the Commonwealth, the Department, or its employees, for the purposes of this contract it will mean the Cambria County Transit Authority and its corresponding employees, unless otherwise superseded by Law.

HOWEVER, PREQUALIFICATION OF BIDDERS, AS SPECIFIED IN SECTION 102.01, IS NOT REQUIRED ON THIS PROJECT

PENNDOT'S ECMS WEBSITE

Delete all reference in Publication 408 Specifications to electronic submissions using PENNDOT's ECMS website.

INSURANCE REQUIREMENTS

Contractor shall purchase and maintain such liability and other insurance requirements as specified herein. REFER TO BIDDING AND CONTRACT REQUIREMENTS SECTION OF THE CONTRACT DOCUMENTS.

Include the Owner and the Engineer (The EADS Group, Inc.) as additional insured under the General Liability, Automobile Liability and any excess liability insurance policies.

CONSTRUCTION INSPECTION

Construction of the project will be observed on a periodic basis by representatives of The Cambria County Transit Authority.

EXISTING CONDITIONS

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All dimensions and existing conditions will be checked and verified by the Contractor at the site prior to the start of work, or fabrication of any materials, to insure a proper fit of the proposed construction.

UTILITIES (G a04301 modified)

*The Contractor shall contact the **PA One Call** prior to starting any work for this project.*

I. Cooperate with the public utility companies and local authorities in the placement, replacement, relocation, adjustment, or reconstruction of their structures and facilities during construction.

II. Contact all utility representatives at least 15 calendar days prior to starting operations. Arrange for field location markings of these facilities before performing any excavation, drilling, and/or driving.

III. Specifics:

(a) PRIOR: Anticipated completion before the Notice to Proceed is issued. Use actual or anticipated completion date.

(b) RESTRICTIVE: To be completed by the utility or string of utilities before operating without restriction. Number of calendar days will start from the actual Notice To Proceed that is issued to the Contractor.

(c) CONCURRENT: Simultaneous with, but not restricting, operations. Number of calendar days required.

(d) COORDINATED: Phasing with specific construction operations. Number of calendar days required after completion of specific construction operations.

(e) NOT AFFECTED: Identifies utility with facilities in the construction area not anticipated to be affected. Specific information may be provided by the utility.

(f) INCORPORATED: Utility relocation work to be incorporated into the prime highway construction contract.

(g) CONDITIONAL RESTRICTIONS AND TIME REQUIREMENTS: Identify conditions affecting the utility's ability to perform a certain type of utility relocation work, i.e., certain times of the day, week or year that a facility cannot be shut down, acquisition of Right-of-Way by the state, or demolition of buildings.

IV. Utility Involvement:

There are existing utilities within the project area as shown on the project plans. However, there is no utility involvement or associated impacts anticipated under the proposed work for this Contract.

V. Protection of Existing Utilities:

The Contractor shall exercise care to protect all buried, surface and aerial utilities and utility service connections encountered during the work. All facilities and utilities shall be assumed to be in use. The Contractor shall contact the PA One Call and all Users where utilities are indicated on the Contract Drawings, in the Specifications, are on file with the County, or can otherwise reasonably be expected to exist. After confirmation of the exact location of the existing facilities by the User, the Contractor may proceed with the work. If a User fails to locate its facilities, the Contractor shall use prudent techniques (including hand dug test holes) to locate said User's facilities. All existing utilities and service connections damaged by the Contractor shall be repaired or replaced by the Contractor or the User to the satisfaction of the User and the Owner and at no additional expense to the Owner.

The Contractor shall be responsible for and bear all costs of protecting all structures and utilities, both above the ground and below the ground, within and outside the right of way, and all costs of any required relocation of any structures or utilities and shall repair any damage to any structure or utility to the satisfaction of the User thereof, at no additional expense to the Owner.

Materials for temporary support, adequate protection and maintenance for all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his/her own expense.

USE OF SITE

Complete all work for this Contract within the Cambria County Transit Authority owned property. If the contractor finds it necessary to enter private property, notify the Engineer and coordinate with the local property owner prior to any attempted entrance.

Before any Contractor stores any materials or equipment at the site, submit in writing to the Cambria County Transit Authority and obtain permission to do so. REFER TO BIDDING AND CONTRACT REQUIREMENTS SECTION OF THE CONTRACT DOCUMENTS FOR THE CONTACT PERSON FOR THE CAMBRIA COUNTY TRANSIT AUTHORITY.

Damage to roads or other features of the grounds or adjacent to the site, resulting from hauling, storage of materials, or other activity connected with the work, shall be repaired by the Contractor involved at his/her expense, and made to complete satisfaction of the Engineer.

Burning of brush, trees, and other cleared and grubbed material is prohibited.

STATE, TOWNSHIP AND BOROUGH ROADS

Access to the project site is via local borough streets, township roads, and state highways, which may have posted weight restrictions. Obtain all permits and/or road bonds that may be required for the roads and crossings (bridges, culverts, etc.) to be utilized by construction vehicles, construction equipment, and suppliers to access the site. Notify the Local, County and State Agencies having jurisdiction over the access route(s), to determine the need for permits and/or road bonds and comply with all ordinances and permit

requirements for the duration of the project.

COORDINATION OF WORK

Contractor shall examine all Contract Documents, including the Drawings and Specifications for all divisions of the work, as well as the work applicable to his/her own trade, noting in particular all requirements, which will affect his/her work in any way. Failure of a Bidder to fully acquaint himself/herself with the amount and nature required to complete his/her portion of the work, in conformity with all requirements for the Project as a whole, will not be considered subsequently as a basis for extra compensation.

All Contractors, both Prime and Sub, shall coordinate their work with all adjacent work and cooperate with all other trades so as to facilitate the general progress of the work. The cost of any changes in construction due to improper checking and coordination by the Contractor must be paid for by that Contractor and said Contractor shall be responsible for all additional costs, including coordination.

STANDARD OF QUALITY

The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for Bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. A material or product of less quality is not acceptable. Where proprietary names are used, whether or not followed by the words "or as approved equal," they are subject to equals only as approved by the Engineer.

SHOP DRAWINGS, DATA, AND SUBMITTALS

A. Shop Drawings, Data, and Submittals

1. After the award of the Contract, the Contractor shall submit shop drawings, source of supply, catalog data, setting, fabrication, and/or equipment drawings of all architectural, structural, mechanical, electrical, piping, equipment, and other component material and facilities proposed to be furnished under each Contract and as specified herein.

If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his/her letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been accepted.

2. Submittal Procedures by Contractor

Submit two (2) copies of all required shop drawings, machinery details, layout drawings, etc., to the Engineer for review and acceptance, sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting, and rechecking if necessary.

Electronic submission of shop drawings via compact disk, or e-mail, is considered acceptable, as long as the submission meets all requirements specified herein. For electronic submissions, scan original drawings, or convert electronic drawings, to produce a portable document format (PDF) file for each drawing. Include structure number (S-Number), or project name and number, in the file name. It is required that the PDF files be created with the "end user commenting" and "digital

signal” features enabled. These features allow electronic comments to be added directly to the PDF using only reader software and create a log of comments that cannot be changed once the digital signature is added.

Prepare drawings of sufficient size to adequately show all details and information in a clear and uncluttered manner. Provide a title block in the lower right-hand corner indicating the project name, location, Contract Number, name of Contractor, name of Fabricator, drawing title, date of drawing and any other pertinent information.

Submit shop drawings accompanied by a Shop Drawing Transmittal Form. Provide electronic transmittal forms for electronic submissions. Clearly indicate the items being considered on the Transmittal Form.

All shop drawings submitted shall bear the Contractor’s signature and date indicating his review and acceptance of the shop drawings. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him/her for proper resubmission.

The Contractor may proceed, only at his/her own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc., until they are reviewed and no claim, by the Contractor, for extension of the contract time will be granted by reason of his/her failure in this respect.

3. Engineer’s Review

The Engineer will process the submission and indicate the appropriate action on the submission or transmittal. One set will be returned with corrections noted. Incomplete or erroneous submissions will be returned without action.

4. Resubmissions

Continue to resubmit until accepted. The resubmittal procedure shall follow the procedure of the initial submittal.

After acceptance by the Engineer, submit five (5) sets of final shop drawings, catalog data, setting, fabrication, and/or equipment drawings of all architectural, structural, mechanical, electrical, piping, equipment, and other component material and facilities for the project records and final distribution. Electronic submissions in PDF format are also acceptable.

B. Required Shop Drawings/Submittals

As a minimum, submit the following:

A. Product Data: Manufacturer's data sheets for each product to be provided.

MAINTENANCE OF ACCESS TO PRIVATE PROPERTY

Maintain an access driveway to private property at all times.

Notify the Owner, Engineer and the property owner 48-hours in advance of all temporary interruptions of access.

CHANGES TO SPECIFICATIONS, SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

- Delete Sections 102.02, 102.03, 102.05, and 102.07 thru 102.12 in their entirety.
- In Section 102.06, Delete paragraphs (a), (b), (d), (e) and (g).

For bidding requirements and conditions, REFER TO BIDDING AND CONTRACT REQUIREMENTS SECTION OF THE CONTRACT DOCUMENTS.

CHANGES TO SPECIFICATIONS, SECTION 103 – AWARD AND EXECUTION OF CONTRACT

- Delete Section 103 in its entirety.

CHANGES TO SPECIFICATIONS, SECTIONS 104.04 and 110.07 – VALUE ENGINEERING

This Article modifies Publication 408, Section 104.04 and Section 110.07.

Value Engineering Proposals will not be accepted for this project.

CHANGES TO SPECIFICATIONS, SECTION 105.01(a) – CLAIMS AND DISPUTES

- This Article modifies Publication 408, Section 105.01(a) as follows:

Delete the last three (3) paragraphs of Section 105.01(a) and add the following:

- a. Should the Contractor be of the opinion, at any time or times, that he/she is entitled to any additional compensation whatsoever over and above the compensation stipulated in the Contract Documents, or for quantities or amounts over and above the quantities or amounts allowed or approved by the Engineer for damages, losses, costs, or expenses alleged to have been sustained, suffered, or incurred by him/her in connection with the project herein contemplated, he/she shall in order to permit examination by the Engineer and in each instance, request this fact by immediately contacting the Engineer, and then promptly or no later than Five (5) days after such alleged damages, losses, costs, or expenses shall have been sustained, suffered, or incurred, make a written claim thereof to the Engineer.
- b. In the written claim give the time, date and location in the work where the alleged damages, losses, costs or expenses occurred and the estimated value thereof. Have the Claims delivered to the Engineer by registered mail or receipted hand deliver.
- c. On or before the fifteenth (15) day of the calendar month succeeding the month in which such alleged damages, losses, costs, or expenses shall have been sustained, suffered, or incurred, file with the Owner a written, itemized statement of the details and amount of such claim of damages, loss, cost or expense. Failure to file such statement with the Owner shall absolutely invalidate any claim and the Contractor shall not be entitled to any compensation on account of such alleged damage, loss, cost, or expense.
- d. The provisions of this Article shall be held and taken to constitute a condition precedent to the right of the Contractor to recover damages, losses, costs, or expenses. The provisions shall

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also apply to all claims by the Contractor in any way relating to the complete project, even though the claims or work involved may be regarded as “outside the contract”.

- e. It is understood and agreed, however, that nothing contained in this Article shall be held or taken to enlarge in any way the rights of the Contractor or the obligations of the Owner under the Contract Documents.
- f. All Claims, counter claims, disputes, and other matters in question between the Owner and the Contractor arising under or relating to, or arising in connection with this Contract, its breach or termination thereof will be decided by a court of competent jurisdiction within the State and County in which the project is located.
- g. Do not cause a delay of work. Maintain the progress schedule during all disputes or disagreements with the Owner. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the Owner may otherwise agree in writing.

CHANGES TO SPECIFICATIONS, SECTION 105.02 – DRAWINGS

- Delete Section 105.02(d) - Bridge Shop Drawings in its entirety.

For shop drawing requirements, see Section - SHOP DRAWINGS, DATA, AND SUBMITTALS.

CHANGES TO SPECIFICATIONS, SECTION 107.14 – RESPONSIBILITY FOR DAMAGE CLAIMS

- Revise the section to read:

REFER TO BIDDING AND CONTRACT REQUIREMENTS SECTION OF THE CONTRACT DOCUMENTS.

CHANGES TO SPECIFICATIONS, SECTION 107.18 – FURNISHINGS OF RIGHT OF WAY

- Revise the section to read:

Work for this Contract is within the property owned by the Cambria County Transit Authority.

CHANGES TO SPECIFICATIONS, SECTION 108.07 – LIQUIDATED DAMAGES

- This Article replaces Publication 408, Section 108.07 as follows:

REFER TO BIDDING AND CONTRACT REQUIREMENTS SECTION OF THE CONTRACT DOCUMENTS.

CHANGES TO SPECIFICATIONS, SECTION 110.02 – DIFFERING SITE CONDITIONS, SUSPENSIONS OF WORK, AND SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

- Delete Section 110.02(e) in its entirety and replace with the following:

Adjustment of Lump Sum Items – The original Contract price for the Total Bid, where quantities and

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prices for Lump Sum Bid Breakdown items, or for component items designated on a component item schedule, will be adjusted only if differing site conditions, as specified in Section 110.02(b), or changes directed by the Engineer or Engineer's Representative will significantly increase or decrease the cost of performing the work. If the Engineer or Engineer's Representative determines that conditions materially differ and cause an increase or decrease in the cost or time for performance of the work, or if increases or decreases in quantities are required due to a change directed by the Engineer or Engineer's Representative, adjusted payment will be made as specified in Section 110.03.

CHANGES TO SPECIFICATIONS, SECTION 110.04 – PRICE ADJUSTMENT OF BITUMINOUS MATERIALS

- Delete Section 110.04 in its entirety.

CHANGES TO SPECIFICATIONS, SECTION 110.05 – CURRENT ESTIMATE PAYMENTS

- Delete Section 110.05 in its entirety and replace with the following:

1.Payments will be made to the Contractor as herein specified. REFER TO BIDDING AND CONTRACT REQUIREMENTS SECTION OF THE CONTRACT DOCUMENTS.

CHANGES TO SPECIFICATIONS, SECTION 110.09 – RELEASE OF FINAL PAYMENTS

- This Article modifies Section 110.09 as follows:

Delete the entire Subsection 110.09 in its entirety and replace with the following:

REFER TO BIDDING AND CONTRACT REQUIREMENTS SECTION OF THE CONTRACT DOCUMENTS.

CHANGES TO SPECIFICATIONS, SECTION 110.12 – PRICE ADJUSTMENT FOR DIESEL FUEL COST FLUCTUATIONS

- Delete Section 110.12 in its entirety.

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Each bidder shall thoroughly examine and be familiar with all the contract documents, including but not limited to the legal and procedural documents, bid conditions, specifications and addenda, if any, as well as any related requirements of these bid conditions and specifications. The submission of a bid shall constitute an acknowledgement that the bidder has thoroughly examined and is familiar with the contract documents and specifications in every detail. 3

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Program Revision History

Date	Reason for Modification	Author(s)
3/29/17	Updating the Table of Contents	D. Gibson
6/21/17	Updating to reflect recommendations from RTSRP	D. Gibson
4/18/18	Updating Working on the Tracks Procedures	D. Gibson
6/23/19	Annual Review	D. Gibson
3/23/20	Annual Review	D. Gibson
12/4/20	Updating Working on the Tracks Procedures	D. Gibson
12/30/21	Full revision	RFJ
03/27/23	Annual review, updated IP Supv to IP and Store Manager, details about Lower Station heat and smoke detectors	RFJ
06/04/2024	Document altered to reflect Security cameras upgrade installation IFB for the Maple Ave facility only	AJW

FACILITY SAFETY INFORMATION

I. FIRES AND EMERGENCIES

1. Must be reported immediately (**Call 911**)
2. Provide first aid or begin evacuation
3. Facilities Manager 814-809-4593
4. Facilities Supervisor 814-659-7095
5. Director of Safety, Security, and Risk Management 814-809-4083
6. Contact Dispatch 814-536-7898
 - a. If no answer call CamTran Receptionist at Ext. 200 or 201

A. INJURIES AND ILLNESSES

1. Contractors/Contractor's Employee(s) must report work related injuries and illnesses, unsafe conditions, and near misses immediately to the Facilities Manager or designee.
2. In the event of serious injury requiring immediate medical attention, call 911, provide first aid, and report the injury immediately to the Inclined Plane and Store Manager.
3. It will then be the responsibility of the Inclined Plane and Store Manager or designee to contact the CSO and report the occurrence.

GENERAL POLICY

I. PARKING

1. The parking areas in front of the building are reserved for visitors.
2. Contractors should park company vehicles (i.e., service trucks) in the spaces that have been pre-authorized by the CamTran company representative securing the services of the contractor or the Inclined Plane Supervisor or designee.

II. WORKING HOURS

1. The CamTran company representative securing the services of the contractor must agree on the contractor's regular working hours.
2. The CamTran company representative or designee securing the services of the contractor must know and approve of overtime work on weekends and on all shifts during the week.

III. STORAGE OF EQUIPMENT AND MATERIALS

1. CamTran may provide areas for storing material and equipment. In those instances, each contractor and subcontractor shall, by whatever means they deem appropriate, protect contractor owned materials, equipment, tools, etc. from theft and vandalism.

IV. TOBACCO, USE, SMOKING, AND OPEN FLAMES

1. TOBACCO USE OF ANY TYPE IS ABSOLUTELY PROHIBITED WHILE PERFORMING WORK AT ANY CAMTRAN FACILITY.

V. ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS PROHIBITED

1. Any contractor or subcontractor employee found to be under the influence of alcohol or illegal drugs will be immediately escorted off of the property and not permitted to return for the duration of the project.

VI. RULES OF CONDUCT

1. Stay within designated work areas when possible.
2. Do not take short cuts or go through areas that are prohibited unless necessary to the work being performed.
3. Obey all warning and safety signs

VII. CONTRACTORS ENTRANCE

1. Contractors must enter the facility through the entrance nearest the area of work. These areas will be designated according to the project and are subject to change.
2. The contractor/contractor's employee(s) will sign a logbook and will receive a contractor's badge after completing the sign in.
3. The contractor badge must be worn at all times while at the facility and should be located on the individual so that it is readily visible.

4. Contractors should bring materials into the facility through the entrance nearest the area of work.

FACILITY SERVICES

I. DISRUPTION OF HYDRANTS OR FIRE SUPPRESSION SYSTEMS

1. In the event of a fire or a smoke detector alarming, it is up to the occupants to notify one another, evacuate, and call 911 and notify designated personnel.
2. Sprinklers, hydrants, or firefighting systems should only be disrupted when necessary.
3. Contractors shall advise the Facilities Manager at least two working days in advance of the anticipated disruption.

II. FLAMMABLE LIQUIDS

1. The contractor must store flammable liquids in an appropriate and approved container, it must identify contents, and be accompanied with Safety Data Sheets (SDS).
2. SDS documents shall be provided to the Facilities Manager for retention during the project or work to be performed.
3. Liquid storage containers must be diked or otherwise confined, to control leaks or accidental spills.

WORK IN CAMTRAN OCCUPIED AREAS

I. NO OVERHEAD WORK IS PERMITTED IN OCCUPIED AREAS OVER CAMTRAN EMPLOYEES

1. Should overhead work be a component of any project the Facilities Manager and contractor will schedule this work at a time when the employees are out of the area or have been temporarily relocated to area necessary to facilitate the overhead work being performed.

2. Areas under the overhead work must be appropriately barricaded to prevent accidental entry or access.

II. STAIRWELLS, HALLWAYS, OR EMERGENCY EXITS SHALL NOT BE BLOCKED

1. Fire exits and access to firefighting equipment must be kept clear.

III. ROOF AREAS

A. WHEN WORKING ON THE ROOF:

1. Certain rules specifically designed for working on the roof do not necessarily apply to all other remote areas since each area contains various conditions that are unique to that area itself.
2. Employees and contractors who perform maintenance or repairs to equipment on the roof area must work in pairs and utilize safety harness equipment consistent with industry standards.
3. The contractor must notify the Facilities Manager what area of the roof the contractor will be working, and how long the contractor will be in that area.
 - a) However, contractor maintenance personnel who are only accessing the roof to observe or check an item, but will not perform maintenance or repair, do not have to be accompanied by a second person (i.e., reset a circuit breaker or walk through the main corridors for observation of area or equipment).
 - b) Contractors must notify the Facilities Manager or designee when the contractor has completed the work and leaves the roof.

CONTRACTOR SPECIFIC RULES

I. WORK RELATED TO VARIOUS INDUSTRIAL TRADES

1. Any work performed that is required to follow OSHA and/or CamTran safety guidelines must be practiced by the contractor.
 - Examples: *electrical worker*; one who performs service/troubleshooting, wiring, etc. internal to the electrical panel or wire way must comply with OSHA for electrical workers.
 - Other examples of tradespeople are welders, roofers, painters, HVAC system installers, movers, etc.

II. CONTRACTOR REQUIREMENTS

1. Review CamTran Contractor Safety Compliance Program and specific facility “House Rules.”
2. Submit CSCP/House Rules Acknowledgement sheet.
3. Submit proof of proper insurance if services are directly procured by CamTran.
4. Complete Contractor Service Technician/CSO On-Site Review Checklist
5. Review and complete Contractor Pre-Job Activity & Compliance Review Checklist
6. Review and complete Pre-Job Briefing Review document.
7. Sign in on daily sign-in sheet located at the project site.

A. PERSONAL PROTECTIVE EQUIPMENT

1. Must be supplied by contractor and consistent with approved industry standards.

2. Safety glasses with side shields are required when working around operating machine shop equipment, mechanical and electrical equipment rooms, areas under construction or demolition, and always when there is a safety concern from flying objects because of drilling, cutting, sanding, polishing or grinding.
3. Ear plugs or hearing protection are required in areas where noise from equipment or surroundings exceeds 85 dbA or as further defined by industry standards. Areas where hearing protection is required are marked.
 - **If the noise generated by the contractor's equipment causes the noise level in an area to exceed 85 dbA, hearing protection in that area is required.**

B. EYEWASH AND SAFETY SHOWERS

1. Know the location of the nearest eyewash station and safety shower in the area.
2. In the event of a chemical splash, flush eyes, or body part for at least fifteen (15) minutes, and then seek medical attention.

C. EQUIPMENT AND TOOL SAFETY

1. It is the responsibility of the contractor/contractor's employee(s) to ensure that safety devices, on equipment and tools to be used every day, are working properly, in a state of good repair, and approved for the work being completed.

D. ELECTRICAL GUIDELINES

1. GENERAL PERSONAL REQUIREMENTS:

a) Alertness:

Contractors shall be instructed to be alert at all times when they are working near live parts within the Limited Approach Boundary of energized electrical conductors or circuit parts or where other electrical hazards exist. Contractors are not permitted to work within the Limited Approach Boundary on energized electrical conductors or circuit parts or where other electrical hazards exist while the contractor's alertness is recognizably impaired due to illness, fatigue, or other reasons.

2. GENERAL WORK REQUIREMENT:

a) Attendants:

If signs and barricades do not provide sufficient warning and protection from electrical hazards, an attendant shall be stationed by the contractor

to warn and protect contractors and employees. An attendant shall remain in the area as long as there is a potential for anyone to be exposed to the electrical hazards.

b) Barricades:

1. Barricades shall be used in conjunction with safety signs where it is necessary to prevent or limit access to work areas containing energized conductors or circuit parts or potential energized conductors or circuit parts.
2. Conductive barricades shall not be used where it might cause an electrical hazard.
3. The barricades shall be placed no closer than the Limited Approach Boundary.
4. Acceptable barricades may be:
 - a. Cones
 - b. Caution Tape
 - c. Portable fencing units

c) Safety signs or tags:

1. Safety signs, safety symbols or accident prevention tags shall be used by the contractor where necessary to warn anyone about electrical hazards that might endanger them.
2. It shall be the responsibility of the contractor conducting the work to provide the safety signs, symbols, or accident prevention tags.

E. CHEMICAL HAZARDS

1. Before starting any job, the contractor/contractor's employee(s) must understand the hazards associated with the chemicals that will be used. Any chemicals brought into the facility must be accompanied by a Safety Data Sheet (SDS) for the chemical.

F. USE OF CAMTRAN EQUIPMENT AND TOOLS

1. The use of CamTran equipment and tools is prohibited unless otherwise covered under the "CamTran Hold Harmless Agreement."

CAMTRAN CSCP/HOUSE ACKNOWLEDGEMENT BY OUTSIDE CONTRACTOR

I have read and understand the **Cambria County Transit Authority (CamTran) Contractor Safety Plan/ Compliance Program (CSCP)** and the site-specific **House Safety Rules** and agree that these rules and requirements will be conveyed to all employees and/or contractors employed/retained by:
I understand that any violation of the CamTran safety rules and procedures can result in sanctions, including but not limited to termination of this project with the “company denoted herein: and disqualifications for future business opportunities with CamTran.

Prime Contractor Company Name _____ (PRINT NAME)

Address _____

Contact Information: Email _____ Cell _____

Sub-Contractor Company Name _____ (PRINT NAME)

Address _____

Contact Information: Email _____ Cell _____

Operator/Personnel

Name of Contracted Company Representative: (Print)_____
Signature of Contracted Company Representative_____
Date_____
Name of Sub Contractor Company Representative: (Print)

Signature of Sub Contractor Company Representative

Date

/

CamTran Representative Print Name & Signature

Date

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APPENDIX 2

Davis Bacon Prevailing Wage Rates

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