



CamTran, Johnstown, PA is soliciting price proposals to perform glass repair, replacement (if required), glazing, caulking services on **ALL** of the existing exterior glass (including existing skylights, viewing windows, etc.) at the Historic Johnstown Inclined Plane Visitor Center (including Asiago's Restaurant) Johnstown, PA 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. Please ensure that if you obtain this solicitation information from the CamTran website ([www.camtranbus.com](http://www.camtranbus.com)) that you contact Anne Covalt at [acovalt@camtranbus.com](mailto:acovalt@camtranbus.com) or Tom Sylvia at [tsylvia@camtranbus.com](mailto:tsylvia@camtranbus.com) in order to be added to the bidder's listing for any addenda that might be issued. **PREVAILING WAGE APPLIES FOR THIS PROJECT.**

### **Invitation for Bid (IFB)**

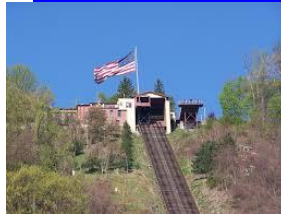
#### **Glass Repair, Replacement (if required), Glazing and Caulking Services**

**Issued by:  
CamTran**

**502 Maple Avenue  
Johnstown, PA 15901**

**Telephone: 814-535-5526 ext. 222**

**E-mail: [tsylvia@camtranbus.com](mailto:tsylvia@camtranbus.com)**



<b>Monday, April 26, 2021</b>	<b>Invitation for Bid (IFB) Released</b>
<b>Tuesday, May 4, 2021</b>	<b>Voluntary pre-bid meeting at 1:30 p.m. at the Inclined Plane Location-711 Edgehill Drive</b>
<b>Monday, May 10, 2021</b>	<b>Request for questions and clarifications due to CamTran by 3 p.m. (form enclosed)</b>
<b>Thursday, May 13, 2021</b>	<b>Answers to questions and clarifications released by CamTran</b>
<b>Friday, May 21, 2021</b>	<b>Proposal due by 1 p.m. prevailing time</b>
<b>Friday, May 28, 2021</b>	<b>Anticipated issuance of award and Notice to Proceed</b>

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## Introduction

Invitations are extended to qualified bidders on a contract to provide glass repair, replacement (if required), glazing, caulking services on ALL of the existing exterior glass (including existing skylights, viewing windows, etc.) at the Historic Johnstown Inclined Plane Visitor Center (including Asiago's Restaurant) located at 711 Edgehill Drive, Johnstown, PA 15905 as stated in the Scope of Work (SOW). **Due to the COVID Pandemic, all applicable safety precautions will be maintained by contractors at all times.**

CamTran will receive proposals for this contract, at its office at 502 Maple Ave, Johnstown, PA 15901 by **Friday, May 21, 2021 by 1 p.m.** prevailing time. At that time, proposals will be opened at a public meeting in the CamTran boardroom (due to the COVID pandemic, bids may possibly be opened remotely via ZOOM). Any proposal received after that time will be returned to the proposer unopened. Prevailing wages apply on this project.

An optional pre-bid meeting for interested parties will be held at **1:30 PM., Tuesday, May 4, 2021** at the Inclined Plane, 711 Edgehill Drive, Johnstown, PA 15905 location. Attendance is recommended.

Bid documents are available at CamTran's office located at 502 Maple Ave. Johnstown, PA 15901 or by contacting Anne Covalt at (814) 535-5526 ext. 201 or [acovalt@camtranbus.com](mailto:acovalt@camtranbus.com) or this information will also be available on the CamTran website at [www.camtranbus.com](http://www.camtranbus.com).

The successful bidder will be required to comply with all applicable Non-Discrimination and Non-Collusion laws and regulations to certify that they are not on the 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 Equal Employment Opportunity (EEO) laws and regulations. Cambria County Transit Authority and CamTran may be used interchangeable throughout this document.

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.**

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

## Background

CamTran is the primary public transportation provider for the Cambria County, PA region with office locations in Ebensburg and Johnstown, PA (3). Currently, CamTran provides fixed route transit service within Johnstown, PA, Cambria County and Windber, PA, Somerset County, a service area that accounts for 1.2 million passenger rides yearly. In addition to traditional fixed-route service, CamTran provides American with Disabilities Act (ADA) paratransit service and shared ride (Reserve-A-Ride) services. CamTran is a municipal authority and is governed by the Municipal Authorities Act of 1945. CamTran is governed by a nine-member Board of Directors. Members are appointed by the Board of Commissioners of Cambria County. CamTran employs 146 employees in a variety of operating and administrative positions. CamTran operates a fleet of 64 revenue vehicles. CamTran is funded through a variety of programs at the Federal, State and local level. CamTran follows all applicable third-party procurement policies in accordance with the Federal Transit Administration (FTA) Circular 4220.1F. In addition to providing the public transportation described above, CamTran also operates the Historic Johnstown Inclined Plane. The Johnstown Inclined Plane is an 896.5-foot (273.3 m) funicular in Johnstown, Cambria County, Pennsylvania. The incline and its two stations connect the city of Johnstown, situated in a valley at the confluence of the Stonycreek and the Little Conemaugh Rivers, to the borough of Westmont on Yoder Hill. The Johnstown Inclined Plane is billed as the "world's steepest vehicular inclined plane", as it is capable of carrying automobiles, in addition to passengers, up or down a slope with a grade of 70.9 percent. The travel time from one station to the other is 90 seconds. After a catastrophic flood in 1889, the Johnstown Inclined Plane was completed in 1891 to serve as an escape route for future floods, as well as a convenient mode of transportation for the residents of the new communities situated above the valley. Here is a link for a drone overhead view of the Inclined Plane: [Drone View of Johnstown, PA - Bing video](#)

## Section I: Project Description

CamTran is requesting proposals to perform glass repair, replacement (if required), glazing, caulking services on ALL of the existing exterior glass (including existing skylights, viewing windows, etc.) at the Historic Johnstown Inclined Plane Visitor Center (including Asiago's Restaurant) Johnstown, PA. **The Davis Bacon Act/PREVAILING WAGE APPLIES FOR THIS PROJECT.** <https://www.dli.pa.gov/Individuals/Labor-Management-Relations/lc/prevaling-wage/Pages/default.aspx>

Any questions or clarifications on the scope of work to be performed will be covered at the optional pre-bid meeting which will be held at **1:30 PM, Tuesday, May 4, 2021** at the 711 Edgehill Drive, Johnstown, PA 15905 address. Again, attendance at this pre-bid meeting is optional but recommended.

Any required construction permits, scaffolding and hoisting requirements will be the responsibility of the outside contractor awarded the project to obtain and pay for, so consider this factor in your total bid proposal amount.

## Scope of Work (SOW):

### General

The Work under this Contract consists of furnishing all labor, equipment, incidentals, materials, scaffolding, hoisting, permits and supervision required to perform glass repair, replacement (if required), glazing, caulking services on ALL of the existing exterior glass (including existing Skylights, viewing windows, etc.) at the Johnstown Inclined Plane Visitor Center (including Asiago's Restaurant) in accordance with the terms and conditions set forth herein. Failure by the Contractor to familiarize itself with all requirements of this contract will not relieve the Contractor from complying with all of the provisions thereof.

### Basis of Award

In the event that a contract is awarded pursuant to this specification, CamTran will award such contract to the lowest responsive and responsible bidder as determined by the bid price, meeting the terms and conditions set out in the Bid documents. Contractor's bid pricing must incorporate any peripheral costs including, but not limited to, the costs of products and/or services, delivery/transportation charges, fall protection, scaffolding, training, materials, labor, insurance, applicable taxes, permitting, warranty, etc. that are required by this Contract.

### Special Conditions

The importance of the Inclined Plane's glass and glazing system functioning in a safe and watertight condition demands the Contractor demonstrate their competency. The Contractor must be actively engaged in the maintenance and repair of commercial building window and glass systems of similar size and design as the windows covered by this Contract. The Contractor shall show that they have available under direct employment and supervision, the necessary organization and facilities to properly fulfill all services and conditions required under this specification.

The company who is awarded this project will have to adhere to all fall protection requirements and confirm current training for anyone who would be using fall protection personal protective equipment. A minimum of two technicians is required anytime fall protection is required to be worn. Contractor will be in compliance to any other CamTran required safety requirements as outlined in the CamTran Contractor Safety Compliance Program during the course of performing the scope of work of this project. Work schedules will be coordinated with the Inclined Plane, CamTran and Asiagos Restaurant to cause the least amount of impact to their business operations. **Due to the COVID Pandemic, all applicable safety precautions will be maintained by contractors at all times.**

The Contractor must submit evidence of the following with their bid:

The Contractor shall demonstrate substantial prior experience in glazing and glass installation/services. Contractor must provide a minimum of three (3) references for delivery of services of similar scope. Information provided must include location, contact person, contact address, telephone number, email address, scope of work completed, dates of service and

approximate value of work performed. The Contractor should only use skilled professionals experienced in maintaining and repairing the various glass and glazing systems at the Inclined Plane. Installation of glazing must be performed only by a qualified installer. The term qualified means experiences in glass replacement/repair and glazing similar in size and scope to the glazing found at the Johnstown Inclined Plane.

### **Contractor's Responsibilities**

- The necessary glazing or caulking services are to be delivered in a professional, safe and timely manner.
- Visit the site of proposed work to determine all materials, tools and equipment (including scaffolding) necessary to execute work.
- Identify any obstacles or potential issues related to the work.
- Provide all equipment and PPE required to access and perform reglazing and caulking services. This includes but is not limited to, power lifts, scaffolding and ladders.
- Coordinate with CamTran and attend coordination meetings on an as needed basis.
- Replacement glazing and sealants shall match existing.

### **Use of Premises**

- The Contractor shall comply with all laws, ordinances and regulations related to the Inclined Plane operations and safety requirements. Under no circumstances will equipment, machinery or materials be stored without authorization from CamTran.
- Only such material and equipment that is necessary for the work under this Contract will be placed, stored or allowed to occupy any space at the site of the work without permission. It is the intention that the operations under this Contract will be conducted without interference with the use of existing facilities.
- All materials or equipment used in the work will allow free access to all utilities, fire hydrants, water and gas valves, electric manholes, telephone conduit lines and all fire alarms and other equipment.
- All construction shall comply with all federal, state and local safety requirements.

### **Workmanship**

The Contractor will remove all applicable glass and glazing material remnants and thoroughly clean the rabbets and dispose of the material in a legal and environmentally safe manner. Screws not damaged by the removal may be re-used, but the Contractor will furnish new screws to replace all damaged and missing screws. Glazing material must match existing materials, including any extruded resilient strips required. Contractor will provide setting blocks and spacers for proper glazing techniques.

### **Interference with Occupancy**

All of the buildings or structures presently in use and in operation will continue in normal use as much as possible during the re-glazing work. All building and facilities in constant use by applicable personnel and the public must be kept in service in the occupied area. Any

interruption in the facilities will be limited to periods as designated by CamTran. The Contractor will schedule all work accordingly. Work will be carried on in such a manner as to interfere as little as possible with the normal conduct of business in the building or structure. The Contractor will provide temporary barricades or enclosures as required during the process of the work to protect the public and employees and separate the work area from the balance of the building. Such temporary barricades or enclosures will be satisfactory to CamTran. The Contractor will provide any warning signs or other required protection to protect the public or building occupants against all dangers of injury during the re-glazing operations.

**Visiting Work Site**

The Contractor will visit the proposed work site and become thoroughly familiarized with the location and conditions that will be encountered and that will affect the proposed work. No additional allowance will be granted because of lack of knowledge of such conditions. Such an examination of the work sites will be presumed upon submittal of a bid proposal and submission of a bid proposal will constitute the Contractor's acceptance of all site conditions.

**Clean Up**

The Contractor must, during the progress of the work, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site (s) and adjacent premises in a clean condition satisfactory to CamTran. Upon completion of the work, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation. Final clean and polish, inside and outside transparent materials, including windows, frames and skylights. Glass, painted surfaces and window tinting shall be cleaned free of fingerprints, smudges and non-code required labels and stickers. The Contractor must dispose of all material off site in a legal and environmentally safe manner. Disposal of material is incidental to the Contract and will not be compensated separately. Prior to final delivery the glass must be hose tested to ensure there are no leaks.

**Protection of Work, Damages and Repairs**

The Contractor must provide protection for all uncompleted work under this Contract until the work has been completed and accepted by CamTran.

**Public Convenience**

All work performed under this Contract will be so conducted as to cause a minimum of dust, noise and inconvenience to the normal activities of the facility where the work is performed. The Contractor is responsible for conducting all work in such a manner as to minimize debris left in the public way and will provide clean-up as required by CamTran. Whenever CamTran determines any type of operation constitutes a nuisance, the Contractor will immediately proceed to conduct operations in an approved manner. CamTran may at any time require additional provisions if such are deemed necessary for public safety or convenience.

**Performance during an Emergency**

The Contractor agrees and promises that during and after a public emergency, disaster, hurricane, flood or acts of God, CamTran shall be given "first priority" for all goods and

services under this Contract. The Contractor agrees to provide all goods and services to CamTran throughout the emergency/disaster at the terms, conditions and prices as provided in this solicitation and with a priority above, a preference over, sales to the private sector.

### **Warranty**

The Contractor will furnish a warranty for the Repair, Replacement and Installation of Glass and Glazier Services provided under this contract in accordance with the standard warranty regularly supplied. The Contractor hereby warrants for the applicable period of time provided by law, that it will, at its own expense and without any cost to CamTran, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, materials or workmanship or by reason of non-compliance with these specifications.

### **Labor**

Labor for all work shall be performed in the best, most workmanlike manner, by experienced tradesmen skilled in their respective trades. The various trades that are anticipated to perform the work under this Contract include, Glaziers and other miscellaneous trades.

### **Equipment Items**

Contractor shall supply necessary equipment and tools to deliver and complete glass replacement, glass installation, window film installation and caulking/glazing services as required. Necessary equipment and tools shall include but are not limited to: glass trucks, A-frames, scaffolding, suction cups, setting blocks and are incidental to the work. Powered lift equipment or cranes necessary to hoist large glazed units and/or position glaziers for glass or caulking services shall be provided by the Contractor.

### **Material Items**

#### **General**

- The existing facilities must remain in operation during the entire glazing replacement and caulking service.
- Coordinate work with any other work ongoing in the area and with Inclined Plane operations.
- Upon award of the contract a mutual start time will be agreed upon by the contractor and CamTran. At that time, an estimated completion time will also be agreed upon.
- Type, thickness, color and quality must match existing glazing that is being replaced.
- Glazing materials including compounds, blocks, spacers, preformed tapes, structural sealants are incidental to the cost of the glass.
- Before starting the work, arrange for a pre meeting with CamTran to discuss the procedure, operational impacts, staging area, material storage and protection.
- Do not perform work under adverse weather or job conditions, unless otherwise directed by CamTran.



- Provide glass and glazing that has been produced, fabricated and installed to withstand normal temperature changes, wind loading, impact loading (where applicable), without failure including loss of breakage of glass, failure of sealants or gaskets to remain watertight and airtight, deterioration of glass and glazing materials and other defects in the work.
- Glass 1/4" thick and thicker shall be factory graded and cut.
- Watertight and airtight installation of each piece of glass is required.

### **Measurement**

- The Contractor will round up to the nearest whole even inch for calculating the square footage of glass used.
- The square footage for odd size glass like a triangle or trapezoid will be based on the greatest length and width.
- Rolled and polished edge lineal footage will be rounded up to the nearest whole even inch.

### **Field Glazing**

- Comply with combined written instructions of manufacturers of glass, sealants, gaskets and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- Sealants shall be tooled as a separate operation after application.
- Install glass in accordance with requirements of the Glass Association of North America (GANA) "Glazing Manual."
- Where visual indicators on floor to ceiling, glass panels have been affected, Contractor will notify CamTran.
- Non-structural gasket glazing: Non-structural glazing gaskets shall be positioned flat. Position gaskets in opening to maintain clearances. Gaskets shall contact the glass fully. Corners of gaskets shall be set in sealant.
- Butt glazing: Seal vertical butt joints between adjacent lights of glass with standard clear silicone sealant, unless otherwise indicated. Mask and tool both sides of joint.
- Structural silicone glazing:  
Clean and prime glazing area with solvent and primer recommended by the manufacturer of the glazing sealant to be used and in accordance with the manufacturer's instructions. Primer shall be dry before application of sealant.

For 4-sided field glazing, install glazing gaskets on support surfaces. Trim gaskets to fit neatly. Position glass in opening to maintain required clearances at perimeter on all sides. Apply sealant in interior joints.

Install temporary glass retainers and setting blocks, if required. After interior joints have fully cured (minimum 14 days after application), apply sealant in exterior joints. Remove temporary glass retainers after exterior sealant has fully cured. Fill holes left by retainers.

Apply silicone sealant in accordance with the sealant manufacturer's instructions. Mask adjacent surfaces. Provide bond breakers where necessary to prevent adhesion on third side of joint. Make good contact with glass and frame. Tool surface of sealant. Remove excess sealant from glass and adjacent surfaces during the working time of the material.

Sealant shall not be applied when substrates are wet or dirty or when the temperature is below 40 degrees F.

### **Glazing Sealants and Compounds**

The verbs "sealing" and "caulking" are synonymous when used in these specifications, both words referring to wind-tight, weathertight and dust-tight closing of a joint or seam. The nouns "Sealant" and "Caulking" are synonymous and shall not be taken as defining the type or quality of material used.

### **Installation**

- Installer shall examine joint surfaces and backing and their anchorage to structure and conditions under which joint sealer and caulking work is to be performed and notify CamTran, in writing, of any conditions detrimental to proper and timely completion of work and performance of materials. Do not proceed with joint sealer or caulking work until unsatisfactory conditions have been corrected in a manner acceptable to CamTran.
- Clean joints immediately before installation of sealant.
- Remove dirt, insecure coatings, moisture, frost and other substances which would interfere with bond of sealant.
- Prime or seal joint surfaces as recommended by sealant/caulking manufacturer. Do not allow primer/sealer to spill or migrate onto adjoining surfaces.
- Install bond breaker tape wherever required by the manufacturer's recommendations to ensure that elastomeric sealants will not adhere to backing material and will perform properly.
- Remove old caulking materials at least to a depth of 3/8" if the material underneath is sound and the bond of the previous caulking to the base material is firm. Otherwise remove all traces of old caulking and paint films down to the bare substrate. Wire brush, solvent wash and wipe clean and dry.
- Protect adjacent surfaces with masking tape before application of primer and sealant where required to prevent contact with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.
- Provide appropriate color of exposed sealant/compound to match existing as approved by CamTran. Comply with manufacturer's recommendations for selection of hardness, depending upon the location of each application, conditions at time of installation and

performance requirements as indicated. Select materials and variations or modifications, carefully for compatibility with surfaces contacted in the installation.

## Section II: Proposal Requirements

- The Proposer will submit one (1) hard copy original proposal with the originals of all the required paperwork along with two (2) copies of the proposal and the required paperwork. The price proposal must be submitted in a separate sealed envelope. FAX copies will not be accepted. The information must be submitted in a **sealed envelope** clearly marked on the outside **Inclined Plane Glazing, Johnstown, PA.**
- Proposals can be sent certified mail or other means that guarantees a signed receipt to CamTran, 502 Maple Ave, Johnstown, PA 15901. Proposals may also be hand-delivered. All proposals must be submitted by **1:00 p.m. Friday, May 21, 2021.** FAXED/EMAIL PROPOSALS WILL NOT BE ACCEPTED.
- The total price should be submitted on the PRICE PROPOSAL FORM A included in this IFB. **The price proposal must be submitted in a separate sealed envelope from the other submitted information. Basically, two sealed envelopes to be delivered to CamTran within one larger envelope.**
- NOTE: The Cambria County Transit Authority is **tax exempt**. However, the contractor must follow the requirements of PA ACT 45 (Attachment F) in this project.
- The bidder must submit all pertinent and requested information regarding the project.
- Price quoted must remain in effect for a period of 90 days after bid award.
- Please sign all attachments and return where appropriate. Failure to sign appropriate forms may render your bid *NON-RESPONSIVE*.
- The project start date may begin with Award of Project.
- Any deviation from the specifications outlined in Section I should be clearly described in the proposal and reason for those changes detailed.
- All QUESTIONS MUST BE SUBMITTED IN WRITING using the enclosed Form B.
- Three (3) references must be submitted on work completed in the past two (2) years consisting of similar types of projects.
- All sub-contractors must comply with all the same Federal, State and Local rules and regulations. All applicable Prevailing Wages rules and regulations must be followed.
- Proof of Insurance coverage must be submitted with this proposal.
- All contractors/sub-contractors must comply with all OSHA rules and regulations.
- CamTran reserves the right to reject any and all bids, or parts thereof, whenever it determines, at its sole discretion that such rejection is in the best interest of CamTran.
- All records of this contract must be and will be kept on file for a minimum of three (3) years after the completion of this project.
- Payment will be paid promptly after complete invoices, outlining the details of the work completed is reviewed and approved by the CamTran Board of Directors.

### **Section III: Evaluation Criteria**

CamTran will award this project to the firm whose proposal best meets its needs and the specifications of the project as outlined in the IFB with cost being the determining factor.

### **Section IV: CamTran Contact Personnel**

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

Don Gibson, 502 Maple Ave, Johnstown, PA 15901,  
(814) 535-5526 ext. 214, Email:  
[dgibson@camtranbus.com](mailto:dgibson@camtranbus.com)

### **Questions/Inquiries and Clarifications:**

Questions/Inquiries and Clarifications

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

CamTran  
Attn: Thomas G. Sylvia  
502 Maple Avenue  
Johnstown, PA 15901  
Email: [tsylvia@camtranbus.com](mailto:tsylvia@camtranbus.com)

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

### **Section V - Bonding Requirements:**

Bonding - Contractors submitting proposals will be required to furnish and deliver with their proposal, at its sole expense, the following two bond(s):

Bid Bond: The primary purpose of a Bid Bond is to ensure CamTran that the low-bidding contractor will enter into a contract for the price quoted in its bid. This keeps the contractor from increasing the bid on the project after entering into a contract with CamTran. A Bid Bond is also a guarantee that the contractor has the capability to take on and implement the project once selected. Each contractor will supply a Bid Bond with a minimum of 5% of the contractors bid price. The bid bond shall be provided to CamTran with the contractor's proposal to the bid. CamTran will return the bid bond to the winning company in return for

submitting the performance and payment bonds. Bid bonds to those firms not being awarded the contract will be returned upon the winning proposal being finalized.

**Performance Bond:** The primary purpose of the Performance Bond is to guarantee against the failure of the contractor to meet obligations specified in the contract. The Performance Bond must be acceptable to CamTran, in an amount equal to 100% of the bid price. A Performance Bond is a surety bond which guarantees faithful performance of the terms of a written contract. All bonds shall be signed by an approved surety (or sureties) that (i) is (are) registered with the Pennsylvania State Insurance Commissioner's Office and (ii) is (are) licensed to do business in the State, and (iii) has an A.M. Best Co., "Best Rating" of B+ or better. The Performance Bond will be due to CamTran within ten (10) calendar days of the award.

**Payment Bond:** The payment bond is obtained to ensure that the contractor will pay all people supplying labor and material for the third-party contract as required by law. The FTA has determined that a payment bond in the amount of 50% percent of the contract price for this project will be sufficient. The Payment Bond will be due to CamTran within ten (10) calendar days of the award.

### **Procurement Schedule**

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

<b>Monday, April 26, 2021</b>	<b>Invitation for Bid (IFB) Released</b>
<b>Tuesday, May 4, 2021</b>	<b>Voluntary pre-bid meeting at 1:30 p.m. at the Inclined Plane 711 Edgehill Drive</b>
<b>Monday, May 10, 2021</b>	<b>Request for questions and clarifications due to CamTran by 3 p.m. (form enclosed)</b>
<b>Thursday, May 13, 2021</b>	<b>Answers to questions and clarifications released by CamTran</b>
<b>Friday, May 21, 2021</b>	<b>Proposal due by 1 p.m. prevailing time</b>
<b>Friday, May 28, 2021</b>	<b>Anticipated issuance of award and Notice to Proceed</b>

**ATTACHMENT A: PRICE PROPOSAL****TO: CamTran**

In compliance with your Invitation for Bid (IFB) to perform glass repair, replacement (if required), glazing, caulking services on ALL of the existing exterior glass (including existing skylights, viewing windows, etc.) at the Historic Johnstown Inclined Plane Visitor Center (including Asiago's Restaurant) to be opened on **Friday, May 21, 2021 at 1:00 p.m.** prevailing time, the undersigned proposes to furnish all work, labor, equipment and materials required to conform to the requirements of this proposal. **PREVAILING WAGE APPLIES FOR THIS PROJECT.**

Total Bid Price for the **Inclined Plane Glazing, Johnstown, PA**

\$ \_\_\_\_\_

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

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

\_\_\_\_\_  
Name of Individual, Partnership or Corporation

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Authorized Person

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Person

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
(Printed Name of Contracting Officer)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date of Award

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

### Inclined Plane Glazing, Johnstown, PA

**All requests, questions and clarifications must be submitted in writing and received on or before 3 p.m., Monday, May 10, 2021. Proposers shall use the following form:**

Name of Company/Individual: \_\_\_\_\_

Nature of Company (partnership, corporation, etc.): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Company's Mailing Address: \_\_\_\_\_

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

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

Owner/Partner/Officer \_\_\_\_\_

Date \_\_\_\_\_

**Submit this completed form by 3 p.m., Monday, May 10, 2021, to:  
tsylvia@camtranbus.com**

**Attachment C: Clauses & Certifications (Required)**



**NON-COLLUSION AFFIDAVIT**

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

\_\_\_\_\_  
NAME OF INDIVIDUAL, PARTNERSHIP OR CORPORATION

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
AUTHORIZED PERSON

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

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

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

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

(Name of Firm)\_\_\_\_\_certifies,  
by submission of this BID, that neither it nor its principals are presently debarred, suspended,  
proposed for debarment, declared ineligible or voluntarily excluded from participation in this  
transaction by any Federal department or agency.

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

(Name of Firm)\_\_\_\_\_is unable  
to certify to any of the statements in this certification, such participant shall attach an explanation  
to this BID.)

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

(Name of Firm)\_\_\_\_\_

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

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Signature and Title of Authorized Official

The undersigned chief legal counsel for the

(Name of Firm) \_\_\_\_\_

Hereby certifies that the

(Name of Firm)\_\_\_\_\_

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

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Signature of Applicant's Attorney and Date

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

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION**

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

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

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

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NAME OF AUTHORIZED PERSON

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SIGNATURE OF AUTHORIZED PERSON

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TITLE AND DATE

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

## **COMMONWEALTH NON-DISCRIMINATION CLAUSE**

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

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

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

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

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

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

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

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

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the

Contract Compliance Regulations, pursuant to PA Code Chapter 49.35 of these Regulations. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

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

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

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NAME OF AUTHORIZED PERSON

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SIGNATURE OF AUTHORIZED PERSON

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TITLE AND DATE

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

**DEBARMENT CERTIFICATION**

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

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

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

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NAME OF AUTHORIZED PERSON

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SIGNATURE OF AUTHORIZED PERSON

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TITLE AND DATE

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## **AMERICANS WITH DISABILITIES (ADA) ACT COMPLIANCE**

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

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

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NAME OF AUTHORIZED PERSON

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SIGNATURE OF AUTHORIZED PERSON

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TITLE AND DATE

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

**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

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

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NAME OF AUTHORIZED PERSON

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SIGNATURE OF AUTHORIZED PERSON

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TITLE AND DATE

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



## **LOBBYING CERTIFICATE**

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

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

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

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NAME OF AUTHORIZED PERSON

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SIGNATURE OF AUTHORIZED PERSON

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TITLE AND DATE

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**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.

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NAME OF AUTHORIZED PERSON

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SIGNATURE OF AUTHORIZED PERSON

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TITLE AND DATE

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## **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.

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NAME OF AUTHORIZED PERSON

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SIGNATURE OF AUTHORIZED PERSON

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TITLE AND DATE

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

**BIDDER INFORMATION**

The following information must be provided.

---

Name of Individual, Partnership, or Corporation.

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Mailing Address

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City

State

Zip Code

---

---

Business Address (if different from Mailing Address)

---

City

State

Zip Code

---

---

Contact Person

---

Area Code & Telephone

---

Area Code & Fax Number

---

e-mail address

Business webpage address

---

---

Authorized Person and Title

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Signature of Authorized Person and Date

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

## **FEDERAL THIRD-PARTY CONTRACT PROVISIONS**

The following clauses are part of this and all contracts.

### 1. Notice of Federal Requirements

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

### 2. No Government Obligation to Third Parties

- a. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Governmental in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### 3. Civil Rights

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

The contractor shall take affirmative actions to ensure that applicants employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited

to, the following: “employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.”

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

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

b. Disadvantaged Business Enterprise (DBE)

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

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

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

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

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

- (3) DBE Non-Discrimination - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract or agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of the contract or agreement, which may result in the termination of this contract or agreement or such other remedy as CamTran deems appropriate.
- (4) Prompt Payment Clause - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen (14) calendar days from the receipt of each payment the prime contractor receives from CamTran. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CamTran. This clause applies to both DBE and non-DBE subcontractors.

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

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

c. Title VI of the Civil Rights Act of 1964

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



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

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

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

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

Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Recipient, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

Incorporation of Provision: The Contractor shall include the provisions of paragraph (1) through (6) of this section in every subcontract, including

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

d. Access Requirements for Individuals with Disabilities

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

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

CFR part 609.

4. Commonwealth of Pennsylvania Non-Discrimination Clause - CamTran is a contract recipient of funds from the Commonwealth of Pennsylvania. As a condition for the receipt of the funds, CamTran must certify its compliance with the Non-Discrimination Clause and CamTran must require all subcontractors certify their compliance with the Non-Discrimination Clause.
5. Termination (For contracts of \$10,000 or greater)

- a. Termination for Convenience (General Provision): CamTran may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CamTran to be paid the Contractor. If the Contractor has any property in its possession belonging to CamTran, the Contractor will account for the same, and dispose of it in the manner CamTran directs.
- b. Termination for Default (Breach or Cause) (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, CamTran may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by CamTran that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, CamTran, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. Opportunity to Cure (General Provision): CamTran in its sole discretion may, in the case of a termination for breach or default, allow the Contractor (an appropriately short period of time) in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to CamTran's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from CamTran setting forth the nature of said breach or default, CamTran shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude CamTran from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. Waiver of Remedies for any Breach: In the event that CamTran elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CamTran shall not limit CamTran's remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts): CamTran, by written notice, may terminate this contract, in whole or part, when it is in the Government's interest. If this contract is terminated, CamTran shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Convenience of Default (Cost-Type Contracts): CamTran may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of CamTran or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from CamTran, or property supplied to the Contractor by CamTran. If the termination is for default, CamTran may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CamTran and the parties shall negotiate the termination settlement to be paid the Contractor.

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

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

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

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

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

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

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

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

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

7. Lobbying (For Contracts of \$100,000 or Greater) - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act

of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to CamTran.

8. Interest of Members of Congress - "No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom."
9. Interest of Public Officials: "No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."
10. Debarred Bidders - "Neither Contractor nor any officer or controlling interest holder of Contractor is currently, or has been previously, on any debarred bidders list maintained by the U.S. Government."
11. Cargo Preference - Pursuant to 46 CFR Part 381, the following clauses are in effect for any contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the contract:

The Contractor agrees:

- a. To utilize privately owned United States flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
  - b. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to the Recipient (through the prime Contractor in the case of Subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh St. S.W., Washington, D.C. 20590, marked with appropriate identification of the Project.
  - c. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.
12. Buy America Procurements of \$150,000 or more for Iron, Steel or Manufactured Products and Rolling Stock (Service Type Contracts are Exempt) - Procurements of \$150,000 or more are subject to the Federal Transit Administration (FTA) Buy America Requirements in 49 CFR 661. A Buy America Certificate must be completed and submitted with a bid. A bid which does not include the certificate will be considered non-responsive. A waiver from the Buy America Provision may be sought by CamTran if grounds for a waiver exist. The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that Federal Funds may not be obligated unless steel, iron and manufactured products used

in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

13. Debarment and Suspension (Integrity Certification - Contracts of \$25,000) - Federal Regulations prohibit CamTran from entering into contracts in excess of \$25,000 for goods and services from contractors that have been suspended or debarred from receiving Federally-assisted contracts. CamTran imposes this same regulation upon contractors to require that their subcontractors (in excess of \$25,000) not be suspended or debarred.

Contractors with contracts in excess of \$25,000 and their subcontractors with contracts in excess of \$25,000 shall each certify that they are not debarred or suspended from receiving federally-assisted contracts. It is the Contractor's responsibility to submit the certifications of any of its subcontractors who meet the \$25,000 threshold. The Contractor and subcontractors shall each submit both of the certificates included in the bid document.

- a. Certification Regarding Debarment, Suspension and Other Responsibility Matters - Lower Tier Covered Transactions (Third Party Contracts over \$25,000).

Instructions for Certification

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

CamTran.

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

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

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

14. Environmental Requirements

CamTran recognizes that many Federal and State Statutes imposing environmental, resource conservation and energy requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, 42 USC 4321 et seq.; the Clean Air Act, as amended, scattered sections 33 and



12 USC; the Resource Conservation and Recovery Act, as amended, 45 USC 6901 et seq.' and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC 9601, et seq.. CamTran recognizes that the Environmental Protection Agency (EPA), the Federal Highway Administration (FHWA), and other agencies of the Federal Government have issued and are expected in the future to issue requirements in the form of regulations, guidelines, standards, orders or other directives that may affect the Project.

Accordingly, CamTran agrees to adhere to, and impose on its sub-recipients, any such Federal requirements, as the Government may now or in the future promulgate. Listed below are requirements of particular concern to the FTA. CamTran expressly understands that this list does not constitute CamTran's entire obligation to meet Federal requirements.

- a. Environmental Protection - To the extent applicable, the Contractor agrees to comply with the requirements of the National Environmental Policy Act of 1969, as amended, 42, USC 4321 et seq.; Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality, " 42 U. S.C. 4321 note; FTA statutory requirements at 49 U.S.C. 5324(b); U.S. Council on Environmental Quality regulations, pertaining to compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 CFR Part 771 and 49 CFR Part 622, and when promulgated, joint FHWA/FTA regulations, "NEPA and Related Procedures for Transportation Decision making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 1420 and 49 C.F.R. Part 623.
- b. Air Quality - The Contractor agrees to comply with all applicable regulations, standards, orders, and requirements implementing the Clean Air Act, as amended, 42 U.S.C. 7401 et. seq. In addition: (1) The Contractor agrees to comply with the applicable requirements of the U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act, 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans", 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation or control measure incorporated in the Project. The Contractor further agrees that any Project identified in an applicable State Implementation Plan as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the State Implementation Plan. (2) The Contractor agrees to comply with the following U.S. EPA regulations to the extent they are applicable to the Project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines, " 40 CFR Part 85; and " Control Air Pollution from New and In-Use Motor Vehicles and New And In-Use Vehicle Engines: Certification and Test Procedures," 40 CFR Part 86; and "Fuel Economy of Motor Vehicles, " 40 CFR Part 600. (3) The Contractor agrees to comply with the notification of violating facility requirements of Executive Order No.11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. 7606

note.

- c. Use of Public Land - No publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State or local significance as determined by the Federal, State or local officials having jurisdiction thereof, or any land from an historic site of national, State, or local significance may be used for the Project unless specific findings required by 49 USC 303 are made by the US DOT.
- d. Wild and Scenic Rivers - The Contractor agrees to comply with the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 et seq. relating to protecting components of the national wild and scenic rivers system.
- e. Coastal Zone Management - The Contractor agrees to assure Project Consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 et seq.
- f. Wetlands - The Contractor agrees to comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," 42 U.S.C. 444321 note.
- g. Floodplains - The Contractor agrees to comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management" 42 U.S.C. 4321 note.
- h. Endangered Species - The Contractor agrees to comply with the protections for endangered species of the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq.
- i. Historic Preservation - The Contractor agrees to facilitate compliance with the Federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. 470f; of Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. 470 note; and of the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469a et seq. by taking the following actions::
  - (1) Consulting the State Historic Preservation Officer on the conduct of investigation in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 CFR Part 800, to identify properties and resources listed in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and notifying the Government (FTA) of the existence of any such properties: and
  - (2) Complying with all Federal requirements to avoid or mitigate adverse effects upon such properties.

- j. Environmental Justice - The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. 4321 note.
- k. Mitigation of Adverse Environmental Effects - Should the Proposed project cause or result in adverse environmental effects, the Contractor agrees to take all reasonable measures to minimize those adverse effects, as required by 49 U.S.C. 5324(b), and other applicable Federal laws and regulations, including joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622 and, when promulgated, with new FHWA/FTA regulations, "NEPA and Related Procedures for Transportation Decision making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 1420, and 49 C.F.R. Part 623. The Contractor agrees to comply with all environmental mitigation measures identified as commitments in applicable environmental documents (i.e. environmental assessments, environmental impact statements, memoranda of agreement and documents required by 49 C.F.R. 303) and with any conditions imposed by the Federal Government in a finding of no significant impact or a record of decision. The Contractor agrees that those mitigation measures are incorporated by reference and made part of any agreements. The Contractor agrees that deferred mitigation measures will be incorporated by reference and made part of any agreement as soon as agreement with the Federal Government is reached and understands that those mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.
- l. Energy Conservation - CamTran and its third-party contractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC 6321 et seq. and 49 CFR Part 18.
- m. Clean Water Requirements (Relevant to Contracts in Excess of \$100,000) -
  - (1) The Contractor agrees to comply with all applicable standards, order or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
  - (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
  - (3) The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. Section 300(h) et seq.
  - (4) The Contractor agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and

the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, Loans,” 42 U.S.C. Section 7606.

n. Clean Air Requirements (Relevant to Contracts in Excess of \$100,000)

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

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

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

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

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

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

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

- a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 522a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- b. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

16. Program Fraud and False or Fraudulent Statements

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended 31 USC 3801 et seq. and US DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
  - b. The Contractor also acknowledges that if it makes, or caused to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
  - c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
17. Contract Work Hours and Safety Standards Act (Non-Construction Contracts in excess of \$2,500)

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

- a. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set for in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c. Withholding for unpaid wages and liquidated damages. CamTran shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
  - d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
  - e. Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or case equivalents thereof of the types described in section 1(b) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible and that the plan or program has been communicated in writing to the laborer or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees and the ratios and wage rates prescribed in the applicable programs.
18. AUDIT AND INSPECTION OF RECORDS (To be included in all negotiated contracts and construction contracts entered into without competitive bidding procedures)

The Contractor agrees that CamTran, the FTA Administrator, the Comptroller General of the U.S., or any of their duly authorized representatives, shall, for the purpose of audit and

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

19. FLY AMERICA

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

20. This Section Deliberately Left Blank.

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

- a. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this agreement. The term includes graphic or pictorial delineation's in media such as drawings or photographs; test in specifications or related performance or design-type documents; machine forms such as punch cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term does not include financial reports, cost analyses and similar information incidental to Project administration.
- b. The following restrictions apply to all subject data first produced in the performance of this agreement:
  - (1) Except for its own internal use, the Recipient may not publish or reproduce such data in whole or in part, or in any manner or form, or may the Recipient authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.
  - (2) As authorized by 49 CFR Section 18.34, the Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- (a) Any work developed under grant, cooperative agreement, sub-grant, sub-agreement or third party contract, irrespective of whether or not a copyright has been obtained; and
  - (b) Any rights of copyrights to which a Recipient, sub-recipient or third party contractor purchases ownership with Federal assistance.
- c. When the FTA provides assistance to a Recipient for a Project involving planning, research, development or a demonstration, it is generally the FTA's intent to increase the body of mass transit knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless the FTA determines otherwise, the Recipient of FTA assistance to support planning, research, development or a demonstration financed under the Federal Transit Act, as amended, understands and agrees that, in addition to the rights set forth in (2) above, the FTA may make available to any FTA Recipient, Sub-recipient, Third Party Contractor, or Third Party Subcontractor, either the FTA's license in the copyright to the "subject data" derived under this agreement or a copy of the "subject data" first produced under this agreement. In the event that such a Project, is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined in (a) of this agreement and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs of for the Recipients use which costs are financed with capital funds (Section 3, 9, 16, 18 of the Federal Transit Act, as amended, or Title 23 funds).
- d. Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this agreement. The Recipient shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.
- e. Nothing contained in this section on rights in data shall imply a license to the Government under any patent to be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- f. The requirements of subsections (b), (c) and (d) of the above do not apply to material furnished to the Recipient by the Government and incorporated in the work carried out under the agreement; provided that such incorporated material is identified by the Recipient at the time of delivery of such work.

## 22. Seat Belt Use

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United



States,” 23 U.S.C. 402 note, the Contractor is encouraged to adopt on-the-job seat belt use policies and programs for its employees that operate company-owned, rented or personally-operated vehicles and shall include this provision in all third party contracts and subcontracts under this Project.

23. Federal Changes

49 CFR Part 18 Applicability to Contracts. The Federal Changes requirement applies to all contracts. The flow down changes requirement flows down appropriately to each applicable changed requirement. No specific language is mandated. The following language has been developed by FTA. Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

24. Veterans Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (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 federal assistance appropriated or made available 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.

25. Copeland Anti-Kickback Act

Whoever, by force, intimidation or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years or both.

26. Special Department of Labor (DOL) Equal Employment Opportunity (EEO) clauses from the Office of Federal Contract Compliance Programs, EEO and DOL apply (Construction >\$10,000).

**ATTACHMENT D: PICTURES:**

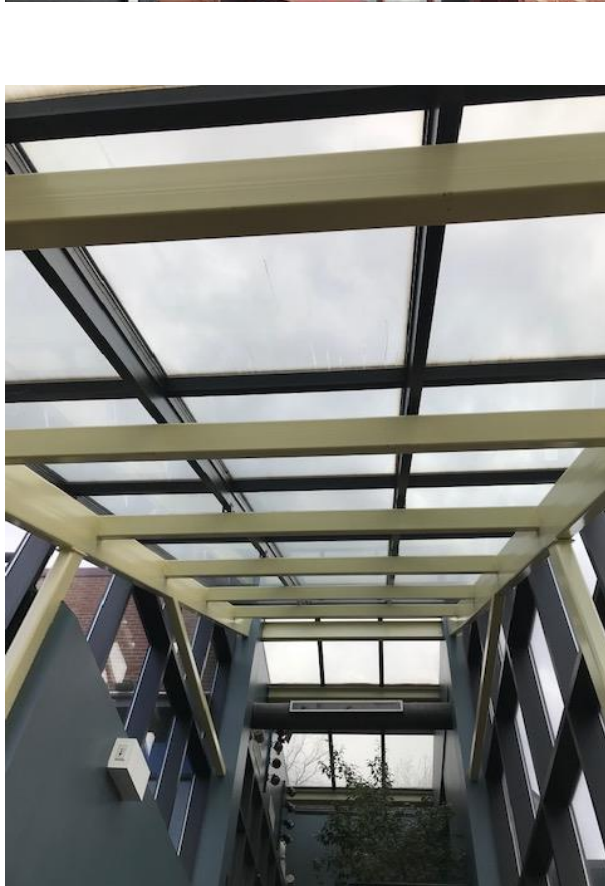
























## **ATTACHMENT E: ADDITIONAL BID CRITERIA**

### **Intent of IFB**

The specifications of this IFB indicate MINIMUM requirements unless otherwise indicated.

The price quoted by the bidder shall include items of labor, materials, tools, equipment, scaffolding, hoisting, permits and all other costs necessary to fully complete the project.

No change orders either deleting from or adding to these specifications will be allowed after the bid contract has been awarded without prior written approval by CamTran. If the change order involves a price change, the Contractor's request for CamTran approval shall be accompanied by a statement signed by an officer of the purchaser that the price change is fair and reasonable, along with the basis for that determination. A change order cannot expand the scope of the contract.

### **Acceptance of Bids**

The purchaser reserves the right to accept any bid or to reject any and all bids. Any or all bids may be rejected if there is a sound documented business reason. Awards shall be made only to responsible bidders that possess the potential ability to perform successfully under the terms and conditions of this procurement. Consideration shall be given to such matters as bidder integrity, record of past performance and financial and technical resources when determining responsibility. Bids may be modified or withdrawn by written notice or in person by a bidder if the bidder's identity is made known and a receipt of the bid is signed prior to the exact hour and date set for the opening of bids.

### **Withdrawal of Bids after Bid Opening**

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

### **Clarifications, Exceptions and Approved Equals**

A minimum of ten calendar (10) days before the bid opening, all potential bidders may request the purchaser to give clarification, exceptions or approved equals for portions of the specification. Written notice of any changes or approved equals allowed or disallowed

will be mailed no less than seven (7) calendar days prior to bid opening to all potential bidders. The bidder must comply with all specified items or his bid will be considered non-responsive. No exceptions to the specification will be allowed after the bid opening.

## **Protests and Disputes**

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

### **Dispute Resolutions**

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

## **Commonwealth Nondiscrimination Clause**

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

## **Disputes**

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

## **Protest Procedures**

### **1) Protests Prior to Bid Opening**

Any protests, prior to bid opening, must be submitted in writing and received by CamTran at least seven (7) calendar days prior to bid opening. Each protest must be in writing and supported by sufficient information to enable the protest to be considered. A protest will not be considered if it is insufficiently supported or if it is not received within the specified time frame. CamTran's response will be in writing and set forth the reasons for its response. The decision is final, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence.

### **2) Protests after Bid Opening**

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

considered.

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

3) Protests submitted shall:

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

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

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

### **Federally Required Certifications**

- 1) By signing and submitting this bid proposal, the bidder agrees to comply with the following:
  - a) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
  - b) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
  - c) Access by the purchaser, the Pennsylvania Department of Transportation, the Federal Transit Administration, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the bidder (contractor) which are directly pertinent to the contract resulting from this IFB for the purpose of making audit, examination, excerpts and transcriptions.
  - d) Retention of all required records for three years after the purchaser makes final payment and all other ending matters are closed.
  - e) Federal Civil Rights Requirements which is made a part of this IFB.

- f) Contract Work Hours and Safety Standards Act, which is made a part of this IFB.
- g) Program Fraud and False or Fraudulent Statements or Related Acts.
  - (1) The bidder acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the bidder certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the bidder further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the bidder to the extent the Federal Government deems appropriate.
  - (2) The bidder also acknowledges that if it makes or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the bidder, to the extent the Federal Government deems appropriate.
  - (3) The bidder agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
- h) Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by PENNDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by PENNDOT, and those as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The bidder shall not perform any act, fail to perform any act or refuse to comply with any purchaser requests which would cause the purchaser to be in violation of the FTA terms and conditions.
- i) No Obligation by the Federal Government.
  - (1) The purchaser and bidder acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or

award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, bidder or any other party (whether or not a party to that contract pertaining to any matter resulting from the underlying contract).

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

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

### **Summary of Items to be supplied with Bid**

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

### **Terms of Payment**

Contracts resulting from this bid shall be subject to a financial assistance contract between the purchaser and the Commonwealth of Pennsylvania and the U.S. Department of Transportation (if applicable). The purchaser shall make full payment within forty five (45) calendar days of the date the service is determined by the purchaser to be in acceptable condition. The purchaser shall not be charged interest until the purchaser has received funding from the State for the purchase of the service. The State and Federal government will not be subject to any interest charges under any circumstances.

### **Termination**

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

- 1) Termination of Convenience-CamTran may terminate this contract, in whole or in part, at any time by written notice to the contractor. The contractor shall be paid its costs, including contract close-out costs and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to the purchaser to be paid the

contractor. If the contractor has any property in its possession belonging to the purchaser, the contractor will account for the same and dispose of it in the manner the purchaser directs.

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

### **Bid Familiarity**

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

## Attachment F: Summary of ACT 45 Provisions

### SUMMARY

This document is an explanation of Act 45 of 1998 which created an exemption called “Building Machinery and Equipment” (BME). The BME carve-out sets aside certain materials and items that are commonly used during a construction project with certain exempt entities and designates them exempt from sales tax.

This document was originally used as a guide in a seminar at the Department of Revenue but can be used as a reference for anyone. Please keep in mind that this document and the list that accompanies it is meant only to serve as a guideline and is NOT all-inclusive. Questions about certain items would need to be directed to the Office of Chief Counsel at the Department of Revenue in the form of a letter ruling request.

### ACT 45 OF 1998

Act 45 of 1998 defines a real estate structure. Basically, a construction contractor owes tax on all components of a real estate structure. *A real estate structure includes:*

- Airport runways
- Antennas
- Bridges
- Building machinery and equipment-exemption carve-out
- Canopies
- Ceilings
- Conduit
- Dams
- Dikes
- Doors
- Ductwork and coverings for it
- Elevators
- Floors
- Foundations
- Guardrail posts
- Highways
- Insulation
- Junction boxes
- Millwork
- Land, developed and undeveloped
- Outdoor advertising boards
- Outdoor advertising signs
- Parking lots
- Pipes, fittings, pipe supports and hangers
- Receptacle boxes
- Recreational courts
- Roads

Roofs  
Satellite dishes  
Sidewalks  
Stadiums and stadium seating  
Streets  
Structural supports  
Structures similar to others in this list  
Traffic control devices including traffic signs  
Underground tanks  
Valves  
Walls  
Windows and external window coverings  
Wire

**The Exemption Carve-out:**

**Building Machinery and Equipment**

Generation Equipment  
Storage Equipment  
Conditioning Equipment  
Distribution Equipment  
Termination Equipment, which shall be limited to the following:

- (1) Air conditioning limited to heating, cooling, purification, humidification, dehumidification and ventilation;
- (2) Electrical, but not wire, conduit, receptacles and junction boxes;
- (3) Plumbing, but not pipes, fittings, pipe supports and hangers and underground tanks;
- (4) Communications limited to voice, video, data, sound, master clock and noise abatement;
- (5) Alarms limited to fire, security and detection;
- (6) Control system limited to energy management, traffic and parking lot and building access;
- (7) Medical system limited to diagnosis and treatment equipment, medical gas, nurse call and doctor paging;
- (8) Laboratory system;
- (9) Cathodic protection system; or
- (10) Furniture, cabinetry and kitchen equipment.

The term "building machinery and equipment" also includes (in alphabetical order):

Actuators  
Air cleaners  
Boilers  
Card access devices  
Chillers  
Dampers  
Fans  
Floor troughs and grates  
Grills



Guardrails  
Horns  
Humidifiers  
Laundry equipment  
Medical devices  
Motion detectors  
Pumps  
Registers  
Sensors  
Speakers  
Switchgear  
Telephones  
Traffic signals

- *together with integral coverings and enclosures,*
- *whether or not the item constitutes a fixture or is otherwise affixed to the real estate,*
- *whether or not damage would be done to the item or its surroundings upon removal or*
- *whether or not the item is physically located within a real estate structure.*

### **Other Important Definitions from Act 45**

#### **CONSTRUCTION CONTRACT**

A written or oral contract or agreement for the construction, reconstruction, remodeling, renovation or repair of any real estate structure.

#### **CONSTRUCTION CONTRACTOR**

A person who performs an activity pursuant to a construction contract including a subcontractor.

### **How Do I Know If I Qualify for A Sales Tax Exemption?**

Just ask yourself:

Am I a party to a construction contract?

**YES NO**

Am I purchasing "building machinery and equipment"?

**YES NO**

Is the other party to the contract an exempt entity, such as a charity, a government entity or a qualified business in a Keystone Opportunity Zone?

**YES NO**

If the answers to all three questions are YES, you are entitled to an exemption and should submit to your suppliers an exemption certificate, Form REV-1220, claiming the exemption.

**Effective Date:**

The effective date of Act 45 is **July 1, 1998**. However, this exemption does not apply to fixed price construction contracts entered into prior to July 1, 1998, or entered into under the obligation of an unalterable, formal written bid issued prior to July 1, 1998.

**WHAT IF the CONTRACTOR OR TAX-EXEMPT ENTITY PAID TAX on "building machinery and equipment" after JULY 1, 1998?**

The Commonwealth may not be legally entitled to the money,

**IF**

- Contractor or the party that actually paid the tax.
- File a Petition for Refund with the Board of Appeals.
- Within THREE YEARS of the date of paying the tax (no exceptions; Board of Appeals has no jurisdiction if Petition is filed after three years from the payment date.) Petition for Refund (Form REV-65) should include specifics of the purchase; proof of payment of the tax.

**Questions already presented:**

1. When working for a school district or municipality, when are materials taxable or non-taxable?

**Answer:** Beginning July 1, 1998, a contractor working for a school district or municipality, may purchase **exempt from tax** any item of property found in the definition of "building machinery and equipment? The contractor owes sales tax on all other components for the project.

To claim the exemption on "building machinery and equipment," the contractor should submit a **Sales Tax Exemption Certificate** to its supplier stating the reason for the exemption. The Department of Revenue suggests using language such as this:

**Under Act 45, this property (or service) qualifies as exempt "building machinery and equipment" that will be transferred pursuant to a construction contract to \_\_\_\_\_, (Here fill in the contract owner) holding Sales Tax Exemption # \_\_\_\_\_ (Here fill in the # if there is one.)**

**To qualify for the exemption the contract must be with a:**

- Purely public charity, having exemption number beginning with "75", provided the construction is not for an unrelated trade or business;
- The federal government;
- The Commonwealth of PA;
- An instrumentality of the Commonwealth-department, board, commission of the Commonwealth, public authorities;

- A political subdivision-county, city, borough, incorporated towns, townships, school district (with a "76" number, vocational school districts;
- State university;
- Qualified business in a Keystone Opportunity Zone, having a "72" number. The effective date for construction in a Keystone Opportunity Zone is January 1, 1999.

Continuation of Question 1: The example that the person asking the question used is that if something is removable it is non-taxable but if it can't be removed it is taxable.

**Answer:** Under Act 45 of 1998, the Department no longer can consider how something is attached to a building. Now if a contractor is working for an exempt entity, either a charity, the government or a qualified business in a Keystone Opportunity Zone, he or she can purchase anything in the "building machinery and equipment" category without paying tax by submitting an exemption certificate to the vendor.

### **Contractors' Purchases for Exempt Entities**

Please note that the following list of purchases made by contractors for exempt entities is meant *for* guidance purposes only. It includes an alphabetized listing of materials needed for various parts of a construction contract. Each item is identified as taxable (T) or nontaxable (NT). The list also provides clarifying comments from the Department of Revenue (D /R) as well as supporting legal cites.

Questions may be forwarded to:

***Pennsylvania Department of Revenue  
Office of Chief Counsel  
Department of Revenue  
P.O. Box 281061  
Harrisburg PA 17128-1061  
717-787-1382***