



Cambria County Transit Authority, dba, CamTran, Johnstown, PA is soliciting bids to provide upgrades to the CamTran Website according to the SOW 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 your business to perform this request.

Request for Proposal

For:

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

Issued by:

CamTran

502 Maple Avenue

Johnstown, PA 15901

Telephone: 814-535-5526 ext. 222

E-mail: aweir@camtranbus.com

Monday October 12th, 2026	Invitation for Bid Released/Advertised
Tuesday October 20th, 2026	Pre-Bid Meeting (Optional) 1:30 pm at CamTran Address
Monday October 26th, 2026	Written questions/clarifications from proposers due to CamTran by COB (close of business) prevailing time
Monday November 2nd 2026	Written Answers/ Clarifications- Final addendum to questions issued by CamTran
Friday November 6th 2026	Proposal due by 1:00 pm, prevailing time
Monday November 9th 2026	Anticipated issuance of award and Notice to Proceed by COB

TABLE OF CONTENTS

	Page
SECTION I - INVITATION TO BIDDERS	3
Introduction	3
Bid Familiarity	4
Background	4
SECTION II - PROJECT DESCRIPTION	4
SECTION III - EVALUATION CRITERIA	4
SECTION IV - BIDDING AND CONTRACT REQUIREMENTS	5
1.1 Definitions	5
1.2 Liability Against Procuring Agency	5
1.3 Taxes	5
1.4 Bid Submission	5
1.5 Postponement or Cancellation of Bid	6
1.6 Bid Signature	6
1.7 Pre-Bid Meeting	6
1.8 Addenda	6
1.9 Procurement of Construction Schedule	6
1.10 Questions/Inquiries and Clarifications	6
1.11 Interpretation of Contract Documents	7
1.12 Examination of Contract Documents	7
1.13 Cost of Bids	8
1.14 Errors and Administrative Corrections	8
1.15 Clarifications, Exceptions and Approved Equals	8
1.16 Compliance with Terms and Attachments	8
1.17 Collusion	8
1.18 FTA Terms and Definitions	8
1.19 Contract Work hours and Safety Standards Act	8
1.20 Neutrality in Relations	9
1.21 Construction Reports	9
1.22 Pricing	9
1.23 Rejection of Bids	9
1.24 Protest Procedures	9
1.25 Execution of Agreement	12
1.26 Public Disclosure of Proposals	12
1.27 Conflicts of Interest and Non-Competitive Practices	12
1.28 Liquidated Damages	13
1.29 Insurance Coverage	13
1.30 Delivery, Installation and Acceptance	15

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

1.31	Wage Rates	15
1.32	Cleaning	15
1.33	Safety	15
1.34	Permits	16
1.35	Maintenance Bond	16
1.36	Order of Precedence	16

FORMS

Form 1 – Proposer’s Requests, Questions, and Clarifications Form	17
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ATTACHMENTS

Attachment A - Bid Form	18
Attachment B - FTA and Commonwealth of PA 3 rd Party	23
Attachment C - Bid Guarantee	45
Attachment D - Performance and Payment Bonds	47
Attachment E - Performance and Payment ILOC	49
Attachment F - Non-Collusion Affidavit	51
Attachment G - Buy American Certification	53
Attachment H - Certification of Primary Participant Regarding Debarment	54
Attachment I - Commonwealth Discrimination Clause	55
Attachment J – Prohibited Telecommunications Equipment	57
Attachment K - Hold Harmless Agreement	58
Attachment L - Contractor Integrity	60
Attachment M - Debarment Certification	62
Attachment N – PAEVF	64
Attachment P - Americans with Disabilities Act	66
Attachment Q - Title VI of the Civil Rights Act of 1964	68
Attachment R - Lobbying Certificate	70
Attachment S - Notice of Federal Regulations	72
Attachment T - Environmental, Resource Conservation, and Energy Requirements	74
Attachment U - Bidder’s Qualifications	76
Attachment V - Bidder’s Checklist	80
Attachment W – Nondiscrimination Clause (PA)	81

SECTION VI SCOPE OF WORK/TECHNICAL SPECIFICATIONS (Pages 83-89)

APPENDICES

APPENDIX 1 CAMTRAN SAFETY HOUSE RULES	92
APPENDIX 2 DAVIS BACON PREVAILING WAGE RATES	112

SECTION I - INVITATION TO BIDDERS

Introduction

The Cambria County Transit Authority (CamTran) seeks proposals from qualified firms to design, develop, implement, host, and maintain a modern, secure, accessible, and mobile-responsive public transit website.

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

The purpose of this project is to improve public access to transportation information, customer service resources, employment opportunities, procurement opportunities, and agency information while enhancing accessibility, cybersecurity, content management capabilities, and integration with transit technology platforms.

The selected contractor shall provide all labor, materials, software, licenses, hosting, project management, training, testing, and support necessary to deliver a fully functional website.

. FAILURE TO EXECUTE (SIGN) ALL MANDATORY DOCUMENTS WILL RENDER THE BID NON-RESPONSIVE.

A non-mandatory Pre-Bid conference will be held Tuesday October 20th @ 1:30pm prevailing time. Prospective bidders are strongly encouraged to attend and provide written questions prior to this meeting.

Sealed bids shall be submitted on unaltered bid forms in a sealed envelope, clearly marked on the outside of the envelope **RFP# 26-05 Website Redesign, Development, Hosting, and Support Service** and bearing the name and address of the bidder.

CamTran will receive sealed bids for this contract, at its office at 502 Maple Ave, Johnstown, PA 15901 by Friday November 6th @ 1pm, prevailing time. At that time, proposals will be opened at a public meeting in the CamTran boardroom. Any proposal received after that time will be returned to the proposer unopened.

Bid documents are available by contacting – Adam Weir @ aweir@camtranbus.com or at our website under the Procurement tab: <https://www.camtranbus.com/about/procurement/>

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

This project will require Davis Bacon prevailing wage rates.

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

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

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

All bid phase questions must be written and directed to the **Procurement Specialist, Adam Weir @ aweir@camtranbus.com or 814-535-5526 ext 222**

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

Bid Familiarity

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

Background

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

SECTION II - PROJECT DESCRIPTION

The purpose of this project is to improve public access to transportation information, customer service resources, employment opportunities, procurement opportunities, and agency information while enhancing accessibility, cybersecurity, content management capabilities, and integration with transit technology platforms.

The selected contractor shall provide all labor, materials, software, licenses, hosting, project management, training, testing, and support necessary to deliver a fully functional website.

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 RFP. CamTran will review the bids based on the bid responsiveness, experience of the firm, quality of work as outlined in submitted references and cost, with cost being not the prime determining factor. **Grading will be determined by the compiled answers on Attachment U**

SECTION IV - BIDDING AND CONTRACT REQUIREMENTS

1.1 Definitions

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

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

The terms Architect, Engineer, Construction Manager, Project Manager, Project Professionals, Clerk of

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

the Works as they are used throughout the contract documents are interchangeable, but only at the Owner's discretion and direction.

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

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

1.2 Liabilities Against Procuring Agency

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

1.3 Taxes

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

1.4 Bid Submission

Proposers will be required to comply with all applicable non-discrimination, integrity and lobbying laws and regulations and to certify they are not on the Comptroller General's list of ineligible contractors.

1.5 Postponement or Cancellation of Bid

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

1.6 Bid Signature

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

1.7 Pre-bid Meeting

CamTran will conduct a non-mandatory pre-bid meeting on Tuesday October 20th @ 1:30pm at the Cambria County Transit Authority Office, 502 Maple Avenue, Johnstown, PA at 10 am. The purpose of the pre-proposal meeting will be to address issues and questions raised in our RFP by prospective proposers and conduct a site visit. A summary of issues raised in this meeting, and responses thereto, will be issued in writing to all proposers to whom a copy of the RFP has been distributed.

RFP #26-05 Website Redesign, Development, Hosting, and Support Service**1.8 Addenda**

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

1.9 Procurement and Construction Schedule

The following are key dates for this bid. CamTran is committed to adhering to this schedule but reserves the right to make modifications as it deems necessary at its sole discretion.

Date	Activity
Monday October 12th, 2026	Project Bid Documents Released/Advertised
Tuesday October 20th, 2026	Pre-bid Meeting (Optional) 1:30PM @ CamTran 502 Maple Ave
Monday October 26th, 2026	Written questions from proposers due by COB – 4pm
Monday November 2nd, 2026	Written responses / final addendum to questions issued by CamTran COB-4pm
Friday November 6th, 2026	Proposals Due, 1:00pm prevailing time
Monday November 9th, 2026	Anticipated issuance of award and Notice to Proceed by COB – 4PM

1.10 Questions/Inquiries and Clarifications

Any interpretations of the bid documents will be in the form of a written Addenda, which will be forwarded to all prospective firms on record. No interpretation of the meaning of the specifications or other contract documents will be made to the bidders orally. Every request for such interpretation, clarification or approved equal shall be in writing. Such requests, to be given consideration, must be received by the due date above. All addenda shall become part of the contract documents and must be included in the proposal submission.

Prospective contractors should provide contact information to: **Adam Weir @ aweir@camtranbus.com** prior to the pre-bid conference even if you don't plan on attending or participating. The contact information should provide the lead contractor name, primary contact name, telephone number and email address. The email provided will be added to the bidder distribution list used to distribute responses to inquiries and any addenda which may be issued. Upon receipt of your email, you will be sent information on the location of the pre-bid conference.

Contact with any other person at CamTran may result in the Proposer being disqualified from consideration.

1.11 Interpretation of Contract Documents

No oral interpretations as to the meaning of the contract documents will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the contract documents, etc., must be requested in writing and with sufficient time allowed (a minimum of ten (10) calendar days before

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

the date set to receive proposals) for a reply to reach Proposers before the submission of their proposals. Any interpretation or change made will be in the form of an addendum to the drawings, specifications, etc., as appropriate, and will be furnished as promptly as is practicable to all parties to whom the contract documents have been issued, but at least five (5) calendar days prior to the proposal due date. All Addenda will become part of the contract documents and any subsequently awarded Contract. Oral explanations, statements or instructions given by CamTran before the award of the Contract will not be binding upon CamTran.

1.12 Examination of Contract Documents

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

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

1.13 Cost of Bids

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

1.14 Errors and Administrative Corrections

CamTran will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submittal deadline in response to requests for clarifications.

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

1.15 Clarifications, Exceptions, and Approved Equals

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

1.16 Compliance with Terms and Attachments

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

1.17 Collusion

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

1.18 FTA Terms and Definitions

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

1.19 Contract Work hours and Safety Standards Act

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

1.20 Neutrality in Relations

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

1.21 Construction Reports

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

1.22 Pricing

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

1.23 Rejection of Bids

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

1.24 Protest Procedures

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

All protests based upon restrictive procedures, alleged improprieties, or similar situations prior to proposal opening must be submitted to CamTran's Executive Director no later than five (5) calendar days prior to the specified proposal opening date. Protests arising after the opening of proposals based upon grounds that were known or should have been known will be submitted to CamTran's Executive Director within five (5) business days after notification of award. Protests known prior to award regarding bid specifications and not raised prior to the award will be waived. All protests will be considered by the Protest Review Board. The decision of the Protest Review Board is final. The Protest Review Board will consist of the Executive Director, the Director of Safety, and the Legal Counsel for CamTran. No further appeals will be considered by CamTran. The Proposer may file a protest with FTA provided that the proposal complies fully with the requirements of FTA Circular 4220.1F.

Review Process

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

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

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

ACT 49: URBAN AND RURAL, ACT 26 PROGRAMS

1. Protests Prior to Bid Opening

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

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

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

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

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

2. Protests After Bid Opening

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

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

- a. Include the name and address of the protestor.
- b. Identify clearly the procurement under which the protest is being submitted.

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

- c. Identify the action being protested and provide sufficient detailed documentation to support the protest action.
- d. Indicate the action, ruling or relief desired from CamTran.
- e. CamTran is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of the procurement, including protests, contract defaults, disputes or breaches. The decision of CamTran as to protests shall be final and conclusive, unless, within fifteen (15) calendar days of the date a decision was rendered by CamTran, a written appeal of the same is submitted by the bidder and received by CamTran, with a copy to PENNDOT. This will constitute a request for review by PENNDOT of CamTran's action. Such review shall merely be considered oversight reconsideration and shall not constitute adjudication by PENNDOT with respect to the rights of the bidder. CamTran must immediately furnish PENNDOT a copy of all previous correspondence and other documentation pertaining to the bidder's request for review. In conducting its review, PENNDOT will consider only the appeal letter and correspondence and documentation provided by CamTran, as well as additional information obtained through specific requests to CamTran, bidders, protestor or other third party. PENNDOT will not substitute its judgment for that of CamTran unless the matter specifically relates to state or federal laws, regulations or procedures. Any request for review shall, in addition to d above, include:
 - o A statement of the grounds for review and any supporting documentation, (The grounds for review must be fully supported, but PENNDOT will not consider additional material not submitted to CamTran unless specifically requested by PENNDOT).
 - o A copy of the protest filed with CamTran and copy of the CamTran's decision.

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

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

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

Procuring Agency address:

Cambria County Transit Authority
502 Maple Avenue
Johnstown, PA 15901

PennDOT address:

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

1.25 Execution of Agreement

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

1.26 Public Disclosure of Proposals

CamTran is subject to the Pennsylvania Right to Know Law. Therefore, the contents of these documents and the Proposers proposal submitted in response to said documents shall be considered public documents and are subject to the Pennsylvania statutes. As such, all proposals submitted to CamTran will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged or confidential information or data is included in the Proposer's proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in the Pennsylvania statute. After being reviewed by CamTran's legal counsel, it is CamTran's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Pennsylvania statutes.

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

1.27 Conflicts of Interest and Non-Competitive Practices

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

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

1.28 Liquidated Damages

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

Liquidated Damages for this project will be assessed in the amount of **\$100** per working day.

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

1.29 Insurance Coverage

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

CONTRACTOR shall include CamTran as additional insured under Contractor's general liability policy, pollution policy, employer liability policy, umbrella and excess policies, as well as the organizations and companies set forth in paragraph D. of this Section.

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

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

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

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

A. Adequate Insurance

Insurance limits must be at least:

- | | |
|--|------------------|
| • Workers' Compensation including USL&H where applicable | Statutory Limits |
| • General Liability | \$2,000,000 |
| • Cyber Liability | \$2,000,000 |

Coverage must be included in above for:

- Contractual liability including defense
- Owner's and contractors protective
- Automobile liability applies to all vehicles (Code 1)

B. Aggregate Limits

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

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

C. Cancellation/Material Change Notice

Thirty (30) calendar day notice of cancellation or material change. Notice must be provided, failure to notify shall be a material default.

D. Additional Insureds

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

- Commonwealth of Pennsylvania and its agencies, instrumentalities, officials, employees, and agents
- Federal Transportation Administration and its agencies, instrumentalities, officials, employees, and agents
- Incline Plane, Inc.

E. Cross Liability

Cross Liability not restricted.

F. Acceptable Insurance Company

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

G. Policy Form

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

H. Policy Terms and Conditions

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

1.30 Delivery, Installation, and Acceptance

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

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

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

1.31 Wage Rates

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

1.32 Cleaning

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

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

1.33 Safety

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

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

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

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

1.34 Permits

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

1.35 Maintenance Bond

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

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

1.36 Order of Precedence

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

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

FORM 1: PROPOSER'S REQUESTS, QUESTIONS AND CLARIFICATIONS FORM

CONTRACT NO. RFP #26-05 Website Redesign, Development, Hosting, and Support Service

**All requests, questions and clarifications must be submitted in writing and received on or before
Monday October 26th 2026.....**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 form to Adam Weir @aweir@camtranbus.com or mail to: CamTram Attention: Adam Weir 502 Maple Ave, Johnstown PA 15901

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

ATTACHMENT "A" (Page 1 of 4)

BID FORM

CONTRACT NO. RFP #26-05 Website Redesign, Development, Hosting, and Support Service

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

BIDDER: _____

ADDRESS: _____

PHONE/FAX/E-MAIL: _____

Date: _____

Ladies and Gentlemen:

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

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

Bidder agrees that, if awarded the contract, bidder will furnish and deliver all materials, and will execute the contract in accordance with the general provisions, technical specifications and drawings to the complete satisfaction and acceptance of CamTran.

It is understood that CamTran reserves the right to reject any or all bids or part thereof or items therein and to waive technicalities required for the interest of CamTran. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract, and that the judgement of CamTran shall be binding on these considerations.

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

ATTACHMENT "A" (Page 2 of 4)

CONTRACT NO. RFP #26-05 Website Redesign, Development, Hosting, and Support Service

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

Name of Bidder:

Prime Contract Being Bid: Contract No. **RFP #26-05**

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

TOTAL BASE BID PRICE OF ALL ITEMS IN WORDS

\$_____

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

ATTACHMENT "A" (Page 3 of 4)

BID FORM

CONTRACT NO. RFP #26-05 Website Redesign, Development, Hosting, and Support Service

ITEM	DESCRIPTION	LUMP SUM PRICE (1)
1	TOTAL COST FOR FULL COMPLETETION TO CAMTRAN'S SOW	\$

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

ATTACHMENT "A" (Page 4 of 4)

BID FORM

CONTRACT NO... RFP #26-05 Website Redesign, Development, Hosting, and Support Service

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

NAME OF INDIVIDUAL, PARTNERSHIP, OR CORPORATION

ADDRESS

AUTHORIZED PERSON

SIGNATURE

TITLE

DATE

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ATTACHMENT "B"
FTA AND COMMONWEALTH OF PENNSYLVANIA THIRD PARTY CONTRACT
REQUIREMENTS

1. ACCESS TO RECORDS AND REPORTS

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

2. BONDING REQUIREMENTS

Bond Requirements
Bid Guarantee

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

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

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

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

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

Performance Guarantee

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

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

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

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

Payment Bonds

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

3. BUY AMERICA REQUIREMENTS

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

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

Buy America

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

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

7. CIVIL RIGHTS LAWS AND REGULATIONS

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

Civil Rights and Equal Opportunity

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

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

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

8. **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

For all DOT-assisted contracts over \$250,000, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable.

Overview

Contract Assurance

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

10. EMPLOYEE PROTECTIONS

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

Prevailing Wage and Anti-Kickback

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

Contract Work Hours and Safety Standards

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

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

The FTA shall upon its own action or upon written request of an authorized representative of the

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

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 this section.

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

Contract Work Hours and Safety Standards for Awards Not Involving Construction

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

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

11. ENERGY CONSERVATION

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

12. FLY AMERICA

a) Definitions. As used in this clause--

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

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

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

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

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

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

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

(End of statement)

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

13. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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

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

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

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies,

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. LOBBYING RESTRICTIONS

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

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

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

15. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

16. PATENT RIGHTS AND RIGHTS IN DATA

Recipients can draw on language provided in 37 C.F.R. § 401.3 for appropriate Patent Rights and Data Rights Clauses for use in their federally funded research, development, demonstration, or special studies projects. Recipients should consult legal counsel for guidance in developing an appropriate Intellectual

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

Property Agreement. At a minimum, recipients can include the following language in their standard boilerplates.

Intellectual Property Rights

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

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - a Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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

Pre-Award and Post-Delivery Audit Requirements

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

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

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

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

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

19. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. §

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

5333(b):

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

25. TERMINATION

Termination for Convenience (General Provision)

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

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the Notice of Termination will

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

state the time period in which cure is permitted and other appropriate conditions.

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

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

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

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

Termination for Default (Transportation Services)

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

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

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

Termination for Default (Construction)

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

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

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

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

Termination for Convenience or Default (Architect and Engineering)

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

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

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

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of AGENCY.

Termination for Convenience or Default (Cost-Type Contracts)

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

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

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

26. VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the AGENCY

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

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

For purposes of this Contract, breach shall include:

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

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

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

Disputes

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

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

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

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

Performance during Dispute

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

Claims for Damages

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

27. VETERANS EMPLOYMENT

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

28. BUILD AMERICA, BUY AMERICA ACT

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

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COMMONWEALTH OF PENNSYLVANIA SPECIFIC CONTRACT REQUIREMENTS:

1. NON-COLLUSION STATEMENT: The Antikid-Rigging Act of 1983, 73 P.S. ¶ 1611 *et seq.*, makes it a crime for two or more persons, by concerted activity, to influence the results of a competitive bidding process. A Non-Collusion Statement is included in each bid/proposal package and is required to be submitted by each bidder/proposer.
2. COMMONWEALTH NON-DISCRIMINATION CLAUSE: Each bidder/proposer is requested to certify its compliance with the Commonwealth of Pennsylvania's Non-Discrimination Clause.

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

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

Act of 2013.

4. SUB-CONTRACTOR PROMPT PAYMENT CLAUSE: Sub-contractors shall be paid within thirty (30) calendar days of receipt of payment from grantee to contractor.
5. ADA REQUIREMENTS: The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC && 12101 et seq. and 49 USC & 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC & 794; Section 16 of the Federal Transit Act, as amended, 49 USC app. & 1612.
6. PROHIBITED INTEREST: No member, officer, or employee of CamTran, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom. CamTran's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.
7. PA SEPARATIONS ACT OF 1913: The Contractor agrees to comply with all applicable requirements of the Pennsylvania Separations Act of 1913.
8. PENNDOT SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS - For Federally-Funded Public Transportation Grant Agreements:

STATEMENT OF PURPOSE

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

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

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

SECTION I. DEFINITIONS

The following definitions apply for terms used in this specification:

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

- D. Days. Calendar days as specified in 49 CFR Part 26, Section 26.5 In computing any interval of time described in this specification, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or state holiday, the period extends to the next day that is not a Saturday, Sunday, or state holiday. Similarly, in circumstances where PennDOT offices are closed for all or part of the last day, the period extends to the next day on which PennDOT offices are open.
- E. Director. The Director of the Bureau of Equal Opportunity.
- F. Disadvantaged Business Enterprise (DBE). A for-profit small business concern that is 51% owned and controlled by socially and economically disadvantaged individuals as defined in the Department's Program.
- G. Disadvantaged Business Enterprise Participation. Minority Participation and Commitment documented on the EO-380PT.
- H. DOT. The United States Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).
- I. Federal-Aid Contract. Any contract between the Department and a contractor that is paid in whole or in part with DOT financial assistance.
- J. Good Faith Effort. Efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness of this objective can reasonably be expected to fulfill the program requirement.
- K. Interdisciplinary Review Team (IRT). A team of three representing both the Bureau of Equal Opportunity and the Bureau of Public Transportation that performs the initial review of the Good Faith Effort documentation and makes the recommendation to the Director of the Bureau of Equal Opportunity.
- L. Manufacturer. A firm that operates or maintains a factory or establishment that produces, on its premises, the materials, supplies, articles, or equipment required under this contract and of the general character described by the contract specifications.
- M. PennDOT. The Pennsylvania Department of Transportation.
- N. Race-Conscious. A means or measure focused specifically on assisting DBEs only.
- O. Race-Neutral. A means or measure used to assist all small businesses, not just DBEs. This includes gender-neutrality.
- P. Regular Dealer. A DBE or SBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone,

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Whether a DBE/SBE firm meets the criteria for being treated as a regular dealer is determined on a case-by-case basis.

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

ATTACHMENTS

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

**ATTACHMENT "C"
BID GUARANTY**

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

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

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

WITNESS:

SIGNATURE OF BIDDER

BY

(Type Name and Title signed above)

ADDRESS OF BIDDER:

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

WITNESS:

SIGNATURE OF BIDDER

BY

(Type Name and Title signed above)

BUSINESS ADDRESS:

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

CORPORATE SEAL IMPRINT BELOW:

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

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RFP #26-05 Website Redesign, Development, Hosting, and Support Service

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, CONTRACTOR has entered into a written agreement dated the _____ day of _____, 20____, for which is by reference made a part hereof and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

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

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

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

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

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

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

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

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

_____(Name of Corporation)

WITNESSES:

Secretary

BY:

(Signature and Title)

BY:

(Type Name and Title signed above)

(CORPORATE SEAL)

In the presence of:

INSURANCE COMPANY:

BY:

Agent and Attorney-in-Fact

Address:

(Street)

(City, State, Zip Code)

Telephone No.: _____

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

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

Date of Issue

Issuing Bank's No.

Beneficiary:

Applicant:

Cambria County Transit Authority (CamTran)

Amount:
in United States Fund

Expiry:

(Date)

Proposal/Contract Number

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

at _____ (branch address)

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

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

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

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

Pursuant to the Proposal/Contract No. _____ for _____

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

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

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

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

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

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

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

Obligations under this Letter of Credit shall be released one (1) year after the final completion
of the Project by the _____.
(Contractor, applicant, customer)

and final acceptance by CamTran.

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

Authorized Signature: _____

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

ATTACHMENT "F"
NON-COLLUSION AFFIDAVIT

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

TO: Board of Directors

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

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

Company Name: _____

Address: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

TRADING AND DOING BUSINESS AS (CHECK ONE)

☐ Individual ☐ Partnership ☐ Corporation

(Seal)

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

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RFP #26-05 Website Redesign, Development, Hosting, and Support Service

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

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

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

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

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

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

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

or

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

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

ATTACHMENT "H"

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

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

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

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

Signature and Title of Authorized Official

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

Signature of the Applicant's Attorney

Date

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

ATTACHMENT "I"
COMMONWEALTH NON-DISCRIMINATION CLAUSE

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

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

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

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

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

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

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

DATE: _____ FIRM NAME: _____

BY
SIGNATURE AND TITLE: ____

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service**ATTACHMENT “J”****Prohibited Telecommunications Equipment**

By submitting a proposal, the Proposer hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits CamTran from procuring certain “covered telecommunications equipment or services,” as defined in the Act, in Federally assisted procurements and that the procurement is a Federally assisted procurement subject to that prohibition. Proposer represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to CamTran that would cause CamTran to be in violation of the prohibition contained in the Act.

“Covered telecommunications equipment or services,” as defined in the statute

Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications **equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);** Telecommunications or video surveillance services provided by such entities or using such equipment; or Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Covered foreign country,” as defined in section 889, means the People's Republic of China.

By signing below, the Proposer further agrees to abide by item 5.16 as described above and ensure proper due diligence to ensure compliance.

 Contractor Name

 Authorized Signature

 Printed Authorized Signature

 Address

 Title

 Telephone

 Date

 Fax

 Email

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

ATTACHMENT "K"

HOLD HARMLESS AGREEMENT

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

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

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

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

CONTRACTOR

By _____
(Signature)

By _____
(Signature)

Attest:

Date _____

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

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

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

1. **DEFINITIONS**

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

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

ATTACHMENT "L" (Page 2 of 2)

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

CONTRACTOR:

BY: _____

WITNESS: _____

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

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

ATTACHMENT "M"
DEBARMENT CERTIFICATION

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

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

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

DATE: _____

FIRM NAME: _____

BY

SIGNATURE & TITLE: _____

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

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RFP #26-05 Website Redesign, Development, Hosting, and Support Service

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

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

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

☐ Contractor ☐ Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

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

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

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

Authorized Representative Signature

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

ATTACHMENT "P"
AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

DATE: _____ FIRM NAME: _____

BY _____

SIGNATURE & TITLE: _____

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

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RFP #26-05 Website Redesign, Development, Hosting, and Support Service

ATTACHMENT “Q”

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

DATE: _____ FIRM NAME: _____

BY

SIGNATURE & TITLE: _____

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

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RFP #26-05 Website Redesign, Development, Hosting, and Support Service

**ATTACHMENT "R"
LOBBYING CERTIFICATE**

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

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

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

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

DATE: _____ FIRM NAME: _____

BY _____

SIGNATURE & TITLE: _____

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

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RFP #26-05 Website Redesign, Development, Hosting, and Support Service

**ATTACHMENT “S”
NOTICE OF FEDERAL REQUIREMENTS**

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

DATE:_____FIRM NAME:_____

BY_____

SIGNATURE & TITLE:_____

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

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RFP #26-05 Website Redesign, Development, Hosting, and Support Service

ATTACHMENT "T"

ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS

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

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

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

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

DATE: _____ FIRM NAME: _____

BY _____

SIGNATURE & TITLE: _____

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

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RFP #26-05 Website Redesign, Development, Hosting, and Support Service

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

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

1. Name of Bidder:
2. Federal Taxpayer Identification No. _____
3. Phone No. _____ Email address or website: _____
4. Permanent Main Office Address:
5. When Organized:
6. Check Type of Organization:
Individual Proprietorship _____ Partnership _____ Corporation _____
7. If a corporation, where incorporated:
8. How many years have you been engaged in the contracting business under your present firm or trade name?
9. Describe the general character of work performed by your company.
10. Have you ever failed to complete any work awarded to you? If so, where and why?

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

ATTACHMENT "U"
BIDDER'S QUALIFICATIONS (PAGE 2 of 4)

11. Have you experienced any significant data breaches in the past five years? If yes, please explain

12. List the more important contracts recently completed by your company, and the month and year completed.

13. Cite experience in work similar in kind and scope to this contract. Provide similar project references requirement here or attach. Minimum 3 in the last 5 years. Include contact information, websites that can be reviewed.

14. List background and experience of the principal members of your organization that would be involved with the development and implementation.

15. Give bank reference:

16. Bonding Company and current Standard & Poor's rating:

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

**ATTACHMENT “U”
BIDDER'S QUALIFICATIONS (PAGE 3 of 4)**

17. Provide a proposed project schedule with key milestones.
18. What administrator and end-user training will be provided?
19. Describe your testing and quality assurance process.
20. How will you ensure stakeholder engagement throughout the project?
.
21. Provide proof of emergency and backup support services that you have performed for a client(s).
What is the average response time for a critical issue?

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

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

This Form Prepared By: _____

Title: _____

Date: _____

(Sign and Notarize below)

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

Date this _____ day of _____, 20_____.

BIDDER

By _____

Title _____

State of _____)

)

) SS

County of _____)

Being duly sworn deposes and says that he/she is

_____ of _____

_____ and that the answers to the foregoing

questions and all statements therein contained are true and correct.

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

Notary

My commission expires _____, 20_____

RFP #26-05 Website Redesign, Development, Hosting, and Support Service**ATTACHMENT “V” (Page 1 of 2)****BIDDER’ CHECKLIST**

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

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

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

§ 49.101. Nondiscrimination clause.

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

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age or sex. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for

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

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

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

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

**CAMBRIA COUNTY TRANSIT AUTHORITY
RFP #26-05 FOR
Website Redesign, Development, Hosting and Support
SPECIAL PROVISIONS
AND
SUPPLEMENTAL TECHNICAL SPECIFICATIONS**

Scope of Work

Cambria County Transit Authority (CamTran)

Website Redesign, Development, Hosting, and Support Services

1. Project Overview

The Cambria County Transit Authority (CamTran) seeks proposals from qualified firms to design, develop, implement, host, and maintain a modern, secure, accessible, and mobile-responsive public transit website.

The purpose of this project is to improve public access to transportation information, customer service resources, employment opportunities, procurement opportunities, and agency information while enhancing accessibility, cybersecurity, content management capabilities, and integration with transit technology platforms.

The selected contractor shall provide all labor, materials, software, licenses, hosting, project management, training, testing, and support necessary to deliver a fully functional website.

2. Project Objectives

The new website shall:

1. Improve customer access to transit information.
2. Provide an intuitive user experience across desktop and mobile devices.
3. Meet all applicable ADA and accessibility requirements.
4. Support future service growth and technology integration.
5. Improve emergency communications capabilities.
6. Enhance cybersecurity protections.
7. Reduce internal website administration burden.
8. Provide multilingual capabilities.
9. Improve public engagement and transparency.

3. Existing Website Assessment

The contractor shall:

- Conduct a comprehensive review of the current CamTran website.
- Evaluate existing functionality and content.
- Identify usability deficiencies.
- Analyze search engine optimization performance.
- Review accessibility compliance.
- Evaluate cybersecurity vulnerabilities.
- Assess website traffic and analytics.

RFP #26-05 Website Redesign, Development, Hosting, and Support Service**4. Deliverable**

Website Assessment Report including:

- Current state findings
- Gap analysis
- Recommendations
- Migration strategy

5. Website Design Requirements

The contractor shall create a modern, professional, transit-focused design.

Design Requirements

- Responsive design for all devices.
- ADA-compliant navigation.
- Consistent agency branding.
- User-centered interface.
- Intuitive menu structure.
- Modern visual appearance.
- High-performance page loading.
- Search-friendly architecture.

General Design Features

- Home page redesign.
- Dynamic alerts and service disruptions.
- News and announcements system.
- Event calendar.
- Interactive route information.
- Quick-access buttons.
- Emergency communications banner.

Deliverables

- Site map
- Wireframes
- Design mockups
- Final approved design package

6. Content Management System (CMS)

The website shall utilize a commercially supported CMS platform.

Minimum Requirements

- Non-technical staff can update content.
- Role-based permissions.
- Workflow approvals.
- Version history.
- Content scheduling.
- Document management.
- Search functionality.

The proposed CMS shall not require specialized programming knowledge for routine content updates.

7. Content Migration

The contractor shall:

- Inventory existing content.
- Identify obsolete content.
- Migrate approved content.
- Reformat documents as necessary.

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

- Preserve URLs where practical.
- Redirect obsolete URLs.

Deliverables

- Content Migration Plan
- Content Inventory Report
- Migration Validation Report

8. Transit Information Features

The website shall support public transit information including:

Routes and Schedules

- Route pages
- Timetables
- Service updates
- Downloadable schedules
- Route maps

Service Alerts

- Real-time service alerts
- Emergency messaging
- Planned detours
- Weather-related notices

Passenger Information

- Fares
- Pass programs
- Reduced fare eligibility
- Rider guides
- Frequently asked questions

9. Technology Integrations

The website shall support integration with existing and future transit technologies including:

Potential Integrations

- Google Transit
- GTFS feeds
- GTFS-Realtime feeds
- Trip planners
- AVL systems
- Route management software
- Payment systems
- Customer service software
- CRM systems

The contractor shall identify any required APIs, middleware, licensing, or development costs.

10. Accessibility Requirements

Accessibility shall be incorporated throughout design, development, testing, and deployment.

Minimum Accessibility Standards

- WCAG 2.1 AA compliance.
- Keyboard-only navigation.
- Screen-reader compatibility.
- Alt text support.
- Accessible document presentation.
- Sufficient color contrast.
- Accessible forms.
- Closed-caption support for video content.

RFP #26-05 Website Redesign, Development, Hosting, and Support Service**Deliverables**

- Accessibility Testing Report
- Remediation Report
- Accessibility Certification

11. Multilingual Capabilities

The website shall provide language accessibility features including:

- Automated translation technology.
- Support for English and Spanish.
- Expandable language options.
- Translation management capability.

12. Search Engine Optimization

The contractor shall implement SEO best practices including:

- Metadata structure.
- Schema markup.
- XML sitemaps.
- URL optimization.
- Redirect management.
- Search console integration.
- Analytics integration.

13. Cybersecurity Requirements

The contractor shall follow current cybersecurity best practices.

Requirements

- SSL encryption.
- Multi-factor authentication.
- Secure hosting environment.
- Automated backups.
- Malware protection.
- Vulnerability monitoring.
- Patch management.
- Audit logging.

Deliverables

- Security Plan
- Vulnerability Assessment Report
- Security Testing Documentation

14. Hosting and Infrastructure

The contractor shall provide secure hosting services.

Hosting Requirements

- Minimum 99.9% uptime.
- Geographic redundancy.
- Daily backups.
- Disaster recovery capability.
- Scalability.
- Performance monitoring.

Deliverables

- Hosting Architecture Documentation
- Disaster Recovery Plan
- Backup Procedures

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

15. Training Requirements

The contractor shall provide training for CamTran personnel.

Training Services

- Website administration.
- Content editing.
- Accessibility best practices.
- System management.
- Reporting tools.

Deliverables

- User manuals
- Training materials
- Recorded training sessions

16. Testing and Quality Assurance

Contractor shall perform comprehensive testing.

Required Testing

- Functional testing
- Accessibility testing
- Browser compatibility testing
- Mobile responsiveness testing
- Security testing
- Performance testing
- User acceptance testing

Deliverables

- Test Plans
- Test Results
- Deficiency Log
- Final Acceptance Report

17. Warranty and Support

Warranty

Minimum:

- Twelve (12) months post-launch support.

Support Services

- Technical assistance
- Bug fixes
- Security updates
- CMS updates
- Content support

Contractor shall provide service level commitments for response and resolution times.

18. Project Schedule

The proposer shall provide a detailed implementation schedule including:

1. Project kickoff.
2. Discovery phase.
3. Design development.
4. Content migration.
5. Testing.
6. Training.
7. Deployment.
8. Warranty period.
9. Target implementation period should not exceed 9 months from Notice to Proceed unless otherwise proposed.

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

19. Required Deliverables

At a minimum:

1. Project Management Plan
2. Website Assessment Report
3. Site Map
4. Wireframes
5. Design Mockups
6. CMS Configuration
7. Content Migration Report
8. Accessibility Compliance Report
9. Security Assessment Report
10. Training Materials
11. User Documentation
12. Hosting Documentation
13. Final Website Deployment
14. Warranty and Support Plan

APPENDIX 1

CamTran Safety House Rules Policy/Plan

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Johnstown Inclined Plane

Cambria County Transit Authority/Inclined Plane, Inc.



CONTRACTOR SAFETY COMPLIANCE PROGRAM (CSCP)

INCLINED PLANE HOUSE RULES

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Table of Contents

FACILITY SAFETY INFORMATION.....	97
I. FIRES AND EMERGENCIES.....	97
A. EMERGENCY ALARM (UPPER STATION)	97
B. EMERGENCY ALARM (LOWER STATION)	97
C. INJURIES AND ILLNESSES.....	98
GENERAL POLICY	98
I. PARKING	98
II. WORKING HOURS	98
III. STORAGE OF EQUIPMENT AND MATERIALS.....	99
IV. TOBACCO, USE, SMOKING, AND OPEN FLAMES	99
V. ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS PROHIBITED	99
VI. RULES OF CONDUCT	99
VII. CONTRACTORS ENTRANCE.....	99
FACILITY SERVICES	100
I. DISRUPTION OF HYDRANTS OR FIRE SUPPRESSION SYSTEMS.....	100
II. FLAMMABLE LIQUIDS	100
WORK IN CAMTRAN OCCUPIED AREAS	100
I. NO OVERHEAD WORK IS PERMITTED IN OCCUPIED AREAS OVER CAMTRAN EMPLOYEES	100
II. STAIRWELLS, HALLWAYS, OR EMERGENCY EXITS SHALL NOT BE BLOCKED 101	
III. ROOF AREAS.....	101
WORKING ON INCLINED PLANE TRACKS	102
I. WORKING ON RAIL TRANSIT RIGHT OF WAY (TRACK AREAS).....	102
II. WORK ZONE REQUIREMENTS	102
III. PERSON IN CHARGE OF PROVIDING PROTECTION	103
IV. MULTIPLE WORK CREWS	104
V. JOB SAFETY BRIEFINGS.....	104
VI. COMMUNICATION AND RECORD KEEPING	105

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

VII. REPORTING HAZARDS.....	106
VIII. GOOD FAITH CHALLENGE	106
CONTRACTOR SPECIFIC RULES.....	107
I. WORK RELATED TO VARIOUS INDUSTRIAL TRADES	107
II. CONTRACTOR REQUIREMENTS.....	107
A. PERSONAL PROTECTIVE EQUIPMENT.....	107
B. EYEWASH AND SAFETY SHOWERS.....	108
C. EQUIPMENT AND TOOL SAFETY	108
D. ELECTRICAL GUIDELINES.....	108
1. GENERAL PERSONAL REQUIREMENTS:.....	108
2. GENERAL WORK REQUIREMENT:.....	108
E. CHEMICAL HAZARDS.....	109
F. USE OF CAMTRAN EQUIPMENT AND TOOLS.....	109

RFP #26-05 Website Redesign, Development, Hosting, and Support Service**Program Revision History**

Date	Reason for Modification	Author(s)
3/29/17	Updating the Table of Contents	D. Gibson
6/21/17	Updating to reflect recommendations from RTSRP	D. Gibson
4/18/18	Updating Working on the Tracks Procedures	D. Gibson
6/23/19	Annual Review	D. Gibson
3/23/20	Annual Review	D. Gibson
12/4/20	Updating Working on the Tracks Procedures	D. Gibson
12/30/21	Full revision	RFJ
03/27/23	Annual review, updated IP Supv to IP and Store Manager, details about Lower Station heat and smoke detectors	RFJ
5/2024	Reworded for IP roof replacement	AJW
9/2026	Reconfigured for Website Redesign, Development, Hosting, and Support Service	AJW

FACILITY SAFETY INFORMATION

I. FIRES AND EMERGENCIES

2. Must be reported immediately (**Call 911**)
3. Provide first aid or begin evacuation
4. Inclined Plane and Store Manager **814-322-7331**
5. Facilities Manager 814-809-4593
6. Facilities Supervisor 814-659-7095
7. Director of Safety, Security, and Risk Management 814-809-4083
8. Contact Dispatch 814-536-7898
 - a. If no answer call CamTran Receptionist at Ext. 200 or 201

A. EMERGENCY ALARM (UPPER STATION)

1. FIRE ALARM (3 pulse tone)

EVACUATE THE BUILDING / UPPER STATION

- The Inclined Plane fire alarm is a 3-pulse tone with strobe lights. If this tone is heard, leave the building through the nearest exit. All exits are marked with lighted signs.
- If the electricity fails, exits are lighted by emergency power.
- Once out of the building, all contractors, employees, and patrons should proceed to the intersection of Edgehill Dr. & Erie St. or Edgehill & Greene St.
- Be cautious of responding emergency vehicles.
- Be sure to contact the Inclined Plane and Store Manager or designee to verify all contractor personnel, employees, and patrons have been evacuated from and accounted for from the facility.

B. EMERGENCY ALARM (LOWER STATION)

1. FIRE ALARM (3 pulse tone)

Evacuate the Lower Station

- All contractors, employees and patrons should safely, but quickly leave the lower station immediately and walk down the bridge to the ramp and meet.
- The Inclined Plane Conductor should take a count to see if any passengers or employees are missing.

2. ALL CLEAR SIGNAL (ANNOUNCEMENT)

- When it is safe to return to the Incline Plane Visitors Center, Upper Station, or Lower Station an “all clear” will be given by the Inclined Plane and Store Manager or designee when advised by fire personnel if applicable.

C. INJURIES AND ILLNESSES

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

GENERAL POLICY

I. PARKING

1. The parking areas in front of the building are reserved for visitors.
2. Contractors should park company vehicles (i.e., service trucks) in the spaces that have been pre-authorized by the CamTran company representative securing the services of the contractor or the Inclined Plane Supervisor or designee.
3. If parking is unavailable at this location, permission to park elsewhere must be obtained from the Inclined Plane Supervisor or designee by the contractor.

II. WORKING HOURS

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

III. STORAGE OF EQUIPMENT AND MATERIALS

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

IV. TOBACCO, USE, SMOKING, AND OPEN FLAMES

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

V. ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS PROHIBITED

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

VI. RULES OF CONDUCT

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

VII. CONTRACTORS ENTRANCE

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

FACILITY SERVICES

I. DISRUPTION OF HYDRANTS OR FIRE SUPPRESSION SYSTEMS

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

II. FLAMMABLE LIQUIDS

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

WORK IN CAMTRAN OCCUPIED AREAS

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

1. Should overhead work be a component of any project the Facilities Manager and contractor will schedule this work at a time when the employees are out of the area or have been temporarily relocated to area necessary to facilitate the overhead work being performed.
2. Areas under the overhead work must be appropriately barricaded to prevent accidental entry or access.

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

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

III. ROOF AREAS

A. WHEN WORKING ON THE ROOF:

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

WORKING ON INCLINED PLANE TRACKS

I. WORKING ON RAIL TRANSIT RIGHT OF WAY (TRACK AREAS)

1. RWP safety program rules and procedures shall be followed whenever work that is being performed requires employees or contractors to enter the rail transit right of way (tracks area).
 - a. Works includes but is not limited to periodic inspection, scheduled maintenance, unscheduled repairs or emergencies, or other non-rail activities that impinge upon the system.
2. Prior to any employee or contractor entering the track the RWP Pre-Job Briefing Review Form shall be completed in its entirety.
3. Any employee or contractor entering the track shall utilize fall protection equipment consistent with required industry standards.
4. Any work conducted by employees or contractors shall require a minimum of two employees on the tracks at all times. Under no circumstances will one employee be permitted on the tracks to conduct work alone.
5. The Person in Charge of Providing Protection (Operator) shall utilize the Track Entry Log to document the time any employee or contractor enters and exits the track.

II. WORK ZONE REQUIREMENTS

1. One person will be designated as the lead person on the work crew performing work on the Inclined Plane rail transit right of way (tracks area).
2. This designated lead person will be the roadway worker responsible for the on-track safety of the others.
3. Dependent upon the type of work is being performed the lead could be:
 - a. A CamTran employee engaged in routine inspection, maintenance, or other tasks directly associated with their job function.
 - b. A Contractor hired by CamTran who is providing services beyond the normal scope of inspection, maintenance, or job function.

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

4. The lead person of the work crew performing work on the Inclined Plane right of way (tracks area) will be responsible for:
 - a. Identifying PPE and its proper use.
 - b. Ensuring compliance with all energy control procedures (Lock Out, Tag Out (LOTO)).
 - c. Ensuring continuous communication with the Operator.
 - d. Completing the Pre-Job Safety Briefing Review Sheet.
5. The lead person of the work crew performing work on the Inclined Plane right of way (tracks area) will also be responsible for:
 - a. Notifying the Operator when the work crew will be entering the rail transit right of way (tracks area).
 - b. Stay in constant contact with the Operator.
 - c. Ensure that all workers are utilizing fall protection equipment and are tied off.
 - d. Carrying two-way radios for communication.
 - e. Notifying the Operator when the work crew will be exiting the track area.

III. PERSON IN CHARGE OF PROVIDING PROTECTION

1. The Inclined Plane Operator is designated as the Person in Charge of Providing Protection for any work being performed on or near the tracks of the Inclined Plane right of way (track area).
2. The Operator is responsible for the overall safety of the work crew and as such is responsible for:
 - a. General site safety and observation of changing weather conditions.
 - b. Communication with the work crew.
 - c. Primary contact responsible for track access.
 - d. On track safety compliance.
 - e. Operation of the Inclined Plane rail cars.
3. Communication during or prior to operation:
 - a. Portable radios are the only form of permissible communication during operation.
 - b. The sounding of the bell/buzzer shall be the signal that the Inclined Plane is preparing to initiate operation.
 - c. Prior to the sounding of the bell/buzzer:
 - i. The Operator shall announce via portable radio

“Stand by for Operation”

- ii. All work crews shall immediately move to an area clear of moving components.
- iii. Once it has been determined that all work crews are clear from moving components, the designated lead from each work crew shall respond to the Operator via portable radio.

“Ready for Operation”

- iv. The Operator shall sound the bell/buzzer and initiate operation of the Inclined Plane.
- v. When the Inclined Plane has ceased operation, the Operator shall announce via portable radio.

“All Clear”

- 4. Cell Phone Use is Prohibited During Operation.
- 5. Any malfunction or emergency stoppage shall be handled consistent with the Inclined Plane Event Procedure.

IV. MULTIPLE WORK CREWS

- 1. The RWP rules and procedures used when single work crews are working on or near the right of way (tracks area) will be the same RWP rules and procedures used when multiple work crews are working on the right of way (tracks area).
- 2. Each crew will have a designated lead person that will adhere to all of the responsibilities outlined in the work zone requirements section of this program. Each of these lead persons will work directly with the formal person in charge and this must be communicated to and understood by all affected employees on each work crew.

V. JOB SAFETY BRIEFINGS

- 1. A Job Safety Briefing Review Sheet, Appendix A, is required prior to any roadway worker performing any work on or near the right of way (tracks area).
- 2. Job Safety Briefings Reviews shall be provided by an employee or a contractor that has received RWP training and must:
 - a. Clearly identify the work to be performed.
 - b. Explain the hazards within and near the track area.

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

- c. Ensure workers inspect all tools and equipment prior to entry into the right-of-way.
- 3. Job Safety Briefings Review Sheets must be signed prior to roadway workers entering the right of way (tracks area).
- 4. Blank Job Safety Briefings Reviews Sheets for work crews should be provided at or near the work location.
- 5. Job Safety Briefings Reviews shall be conducted daily prior to the commencement of any work or when:
 - a. Work changes (e.g., track allocation changes, operational changes, changes in weather).
 - b. Work becomes complex or confusing (e.g., multiple work parties are introduced).
 - c. Unexpected job site occurrences (change in work scope).
 - d. When rule violations occur.
- 6. A Job Safety Briefing Review will include the following topics:
 - a. On-Track safety protection.
 - b. Job scope.
 - c. Employee responsibilities.
 - d. Tools and equipment inspections.
 - e. Awareness of potential hazards.
 - f. Protective equipment.
 - g. Safe zones.
 - h. Emergency procedures.
 - i. Confirm understanding of each employee.

VI. COMMUNICATION AND RECORD KEEPING

- 1. In the absence of an Operator, it will be the responsibility of the Inclined Plane employee operating the Inclined Plane to ensure the Track Entry Log Sheet is completed in its entirety whenever anyone enters or exits the track area.
- 2. Under no circumstances are the Inclined Plane cars to be operated for revenue services unless all entries on the log sheet have been closed.
- 3. The CamTran/Inclined Plane, Inc. record retention plan will follow the same timelines as the record retention plan for the Cambria County Transit Authority.

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

4. At a minimum, the following records will be retained:
 - a. Track allocation records.
 - b. RWP Training and Certification records.
 - c. Traction power energization/de-energization records.
5. The CamTran/Inclined Plane, Inc. will track and retain training records of employees and contractors qualified to perform roadway worker duties. Such records shall be made available upon request of the RTSRP.

VII. REPORTING HAZARDS

Workplace safety is paramount when conducting work on or near the tracks of the Inclined Plane right of way. Employees and/or Contractors are encouraged to report hazards by any of the following means:

1. Good Faith Challenge.
2. Work crew lead, Inclined Plane Operator, or Site Construction Manager.
3. Direct communication with the CSO.
4. Utilization of CamTran/Inclined Plane Anonymous Reporting System.
 - a. reports@lighthouse-services.com
 - b. 1-833-210-4017

VIII. GOOD FAITH CHALLENGE

1. The CamTran/Inclined Plane, Inc. has established a process for good faith challenges.
2. Any roadway worker is entitled to issue a good faith challenge to the type of protection, or the implementation of the protection provided at a worksite. There will be a section on the Pre-Job Safety Briefing sheet, Appendix A, that will allow for the documentation of any good faith challenges that surface for any proposed entry to the track area.
3. The lead person in charge of the worksite is responsible to address the challenge and to revise the protection provided if necessary.
4. The lead person of the work crew performing work on the Inclined Plane right of way (tracks area) must also update the Operator of the challenge and also inform them of when the challenge has been resolved.

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

5. Should a challenge occur it shall be the responsibility of the Operator to contact the CSO of the challenge.
6. If actions taken to revise issues or the protection are challenged, all affected workers must clear the track area until the challenge is resolved.

CONTRACTOR SPECIFIC RULES

I. WORK RELATED TO VARIOUS INDUSTRIAL TRADES

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

II. CONTRACTOR REQUIREMENTS

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

A. PERSONAL PROTECTIVE EQUIPMENT

1. Must be supplied by contractor and consistent with approved industry standards.
2. Safety glasses with side shields are required when working around operating machine shop equipment, mechanical and electrical equipment rooms, areas

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

under construction or demolition, and always when there is a safety concern from flying objects because of drilling, cutting, sanding, polishing or grinding.

3. Ear plugs or hearing protection are required in areas where noise from equipment or surroundings exceeds 85 dbA or as further defined by industry standards. Areas where hearing protection is required are marked.
 - **If the noise generated by the contractor's equipment causes the noise level in an area to exceed 85 dbA, hearing protection in that area is required.**

B. EYEWASH AND SAFETY SHOWERS

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

C. EQUIPMENT AND TOOL SAFETY

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

D. ELECTRICAL GUIDELINES

1. GENERAL PERSONAL REQUIREMENTS:

a) Alertness:

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

2. GENERAL WORK REQUIREMENT:

a) Attendants:

If signs and barricades do not provide sufficient warning and protection from electrical hazards, an attendant shall be stationed by the contractor to warn and protect contractors and employees. An attendant shall remain in the area as long as there is a potential for anyone to be exposed

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

to the electrical hazards.

b) Barricades:

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

c) Safety signs or tags:

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

E. CHEMICAL HAZARDS

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

F. USE OF CAMTRAN EQUIPMENT AND TOOLS

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

RFP #26-05 Website Redesign, Development, Hosting, and Support Service

CAMTRAN CSCP/HOUSE ACKNOWLEDGEMENT BY OUTSIDE CONTRACTOR

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

Prime Contractor Company Name _____ (PRINT NAME)

Address _____

Contact Information: Email _____ Cell _____

Sub-Contractor Company Name _____ (PRINT NAME)

Address _____

Contact Information: Email _____ Cell _____

Operator/Personnel

Name of Contracted Company Representative: (Print)

Signature of Contracted Company Representative

Date

Name of Sub Contractor Company Representative: (Print)

Signature of Sub Contractor Company Representative

Date

CamTran Representative Print Name & Signature

Date

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APPENDIX 2

Davis Bacon Prevailing Wage Rates Apply to this project

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