



CamTran, Johnstown, PA is soliciting price proposals from qualified offerors to provide legal services as CamTran’s Solicitor and welcomes you or your business to submit a proposal for the same. If interested, please review the attached information and proposal submittal procedures required by CamTran for consideration of you or your business to perform this request. Please ensure that if you obtain this solicitation information from the CamTran website (www.camtranbus.com) that you contact Anne Covalt at acovalt@camtranbus.com or Tom Sylvia at tsylvia@camtranbus.com in order to be added to the bidder’s listing for any addenda that might be issued.

REQUEST FOR PROPOSALS (RFP)

**FOR
LEGAL SERVICES: SOLICITOR**

Issued by:
Cambria County Transit Authority (CamTran)
502 Maple Avenue
Johnstown, PA 15901
Attn: Thomas G. Sylvia
Telephone: 814-535-5526 ext. 222
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Saturday, November 20, 2021	Request for Proposal (RFP) Released
Monday, November 29, 2021	Written questions from proposers due by 3:00 p.m. prevailing time
Thursday, December 2, 2021	Written responses to questions issued by CamTran
Friday, December 17, 2021	Proposals due by 3 p.m. prevailing time
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Background

CamTran is the primary public transportation provider for the Cambria County, PA region with office locations in Ebensburg and Johnstown, PA (3). Currently, CamTran provides fixed route transit service within Johnstown, PA, Cambria County and Windber, PA, Somerset County. In addition to traditional fixed-route service, CamTran provides American with Disabilities Act (ADA) paratransit service and shared ride (Reserve-A-Ride) services. CamTran is a municipal authority and is governed by the Municipal Authorities Act of 1945. CamTran is governed by a nine-member Board of Directors. Members are appointed by the Board of Commissioners of Cambria County. CamTran employs 130 employees in a variety of operating and administrative positions. CamTran operates a fleet of 70 revenue vehicles. CamTran is funded through a variety of programs at the Federal, State and local level. CamTran follows all applicable third-party procurement policies in accordance with the Federal Transit Administration (FTA) Circular 4220.1F. In addition to providing the public transportation described above, CamTran also operates the Historic Johnstown Inclined Plane.

The Johnstown Inclined Plane is an 896.5-foot (273.3 m) funicular with the ability to also transport vehicles in Johnstown, Cambria County, Pennsylvania. The incline and its two stations connect the city of Johnstown, situated in a valley at the confluence of the Stonycreek and the Little Conemaugh Rivers, to the borough of Westmont on Yoder Hill. The Johnstown Inclined Plane is billed as the "world's steepest vehicular inclined plane", as it is capable of carrying automobiles, in addition to passengers, up or down a slope with a grade of 70.9 percent. The travel time from one station to the other is 90 seconds. After a catastrophic flood in 1889, the Johnstown Inclined Plane was completed in 1891 to serve as an escape route for future floods, as well as a convenient mode of transportation for the residents of the new communities situated above the valley.

SECTION 1— INSTRUCTIONS TO PROPOSERS

1-1 Introduction

CamTran is seeking proposals from qualified offerors to provide legal services as CamTran's Solicitor. CamTran will receive proposals for this contract, at its office at 502 Maple Ave, Johnstown, PA 15901 by **Friday, December 17, 2021 by 3 p.m.** prevailing time. At that time, proposals will be opened via a public Zoom meeting (Zoom link will be provided on website). Any proposal received after that time will be returned to the proposer unopened.

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

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

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

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

1-2 Project Description

- This solicitation is for the position of Solicitor as stated within this RFP.
- The successful proposer(s) will perform in this capacity for a three (3) year time period from January 1, 2022, through December 31, 2024 and may be reappointed for up to two (2) additional one-year options after that time.
- CamTran is a municipal authority and is governed by the Municipal Authorities Act of 1945.
- CamTran is governed by a nine-member Board of Directors. Members are appointed by the Board of Commissioners of Cambria County.
- CamTran employs 130 employees in a variety of operating and administrative positions.
- CamTran operates a fleet of 70 revenue vehicles.
- The bus operators and mechanics are represented by Local 1279 of the Amalgamated Transit Union.
- CamTran is funded through a variety of programs at the Federal, State and local level. The Attorney/Firm should be sufficiently familiar with the Federal Transit Administration (FTA) and the Pennsylvania Department of Transportation (PennDOT) Bureau of Public Transportation. Transportation experience is a plus.
- On an annual basis, an independent Certified Public Accounting (CPA) Firm audits the financial records of CamTran. During these audits the CPA firm may, from time to time, request opinions from the Solicitor. The Attorney/Firm should be familiar with accounting practices to be capable of forming these opinions.

1-3 Proposal Submission

The Proposer will submit one (1) original proposal with the originals of all the required paperwork along with four (4) hard copies of the proposal and the required paperwork. Oversize pages used for drawings or similar purposes are permitted. Each proposal, complete with the appropriate paperwork, will be bound together with the required RFP Cover Page and Proposer Checklist (Attachment A) on top. The sealed package/envelope containing the proposal must be clearly marked with the words **Legal Services**. Proposers should complete the Price Proposal form (Attachment B). **Price proposals must be enclosed in a separate, sealed envelope marked "Price Proposal" within the total proposal so that costs may not be seen by the CamTran Evaluation Committee prior to completing the technical evaluation.** CamTran solicits and encourages Disadvantaged Business Enterprises (DBE) participation. DBEs shall be afforded full consideration of their response and will not be subject to discrimination. Proposers will be required to comply with all applicable non-discrimination, integrity and lobbying laws and regulations and to certify they are not on the Comptroller General's list of ineligible contractors. A copy of the full Request for Proposals is available from CamTran by contacting Anne Covalt at 814-535-5526 ext. 201 or acovalt@camtranbus.com.

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

1-4 Postponement or Cancellation of Request for Proposals

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

1-5 Proposal Signature

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

1-6 Addenda

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

1-7 Procurement Schedule

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

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1-8 Pre-Proposal Conference (Optional)

There will not be a pre-proposal conference.

1-9 Questions and Clarifications

Submit the completed form (Page 28) by 3 p.m., Monday, November 29, 2021. Any questions or requests for clarification on any aspect of this RFP may be directed to:

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

Any interpretations of this RFP and any supplemental instructions will be in the form of a written Addendum, which will be forwarded to all prospective firms on record. No interpretation of the meaning of the specifications or other contract documents will be made to the bidders orally. Every request for such interpretation, clarification or approved equal shall be in writing (email is preferred) and addressed to Thomas G. Sylvia at the contact information provided above. Such requests, to be given consideration, must be received by the due date above. All addenda shall become part of the contract documents and must be included in the proposal submission.

The Proposer is required to show on all correspondence with CamTran the following: "Legal Services." All communication must utilize the CamTran Requests, Questions and Clarifications form in Attachment K. Correspondence will not be accepted by any other format or party. Contact with any other person at CamTran may result in the Proposer being disqualified from consideration.

1-10 Interpretation of RFP and Contract Documents

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

1-11 Examination of RFP and Contract Documents

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

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

1-12 Cost of Proposals

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

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

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

1-14 Errors and Administrative Corrections

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

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

1-15 Compliance with RFP Terms and Attachments

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

1-16 Letter of Intent

The successful Proposer shall be required to execute a Letter of Intent within (5) five days of notification of the selection committee’s decision to proceed with negotiations.

1-17 Proposal Requirements

The proposal should be a comprehensive, accurate and effective presentation. Each Attorney/Firm should submit one (1) original and four (4) hard copies of its proposal. The proposal should be bound along the left long side, without unnecessary frills, fancy bindings or other decorative or extraneous materials. The font size for all material prepared in response to this RFP shall not be

less than 11 pt. The proposal should be contained on 8-1/2" x 11" paper with numbered section/foldouts (tabs) from this as may be required. The proposal shall be organized in the following fashion using tabbed, numbered separators for each section:

- Letter of Transmittal: Firm name, business address, telephone number and contact person, proposal valid timeframe, etc.
- Section 1- Overview of Proposer: Description of the Attorney/Firm's history, size and specialty areas.
- Section 2- Resumes of the Attorneys, all Partners and Associates who may be expected to work with CamTran. The proposers should include an organizational chart.
- Section 3- Listing of at least three (3) references. Particular attention will be placed on the quality of the firm's municipal and public transit agency clients' references.
- Section 4- A description of any proposed participation by a Disadvantaged Business Enterprise (DBE), if applicable.
- Section 5 - Price Proposal Form (Attachment B) - Describe the fee arrangements, the price proposal should indicate hourly rates, other legal personnel and support service fees, out-of-pocket expenses including travel time and related costs. Describe billing procedures to be used.
- Section 6 - Required Clauses and Certifications

The proposal must be signed by an official authorized to bind the offer. Proposal must be valid for a period of ninety (90) days. Proposers to the RFP shall agree, by and in the submission of the proposal, to hold the terms of their submission until the conclusion of the transaction. The proposal shall be accompanied by a letter of committal, signed by the Proposer or an individual authorized to enter into contracts on behalf of the Proposer. The letter of committal shall state that the offer is effective until an agreement is reached.

1-18 Collusion

The Proposer guarantees that the proposal submitted is not a product of collusion with any other Proposer and no effort has been made to fix the proposal price of any Proposer or to fix any cost element of any proposal price. Failure to submit the signed affidavit at the time proposals are due shall be grounds for disqualification of the Proposer's offer (Attachment D).

If CamTran determines that collusion has occurred among Proposers, none of the proposals from the participants in such collusion shall be considered. CamTran's determination shall be final.

1-19 Pricing

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

1-20 Rejection of Proposals

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

1-21 Protest Procedures

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

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

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

A. Review Process

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

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

1-22 Proposal Alternatives

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

SECTION 2 – PROPOSAL EVALUATION & AGREEMENT

2-1 General

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

2-2 Eligibility

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

2-3 Evaluation of Proposals

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

2-4 Scoring and Evaluation Criteria

Evaluations for the **SOLICITOR** position will be conducted on a "point ranking" basis with the following criteria being in accordance with the indicated weight:

- Qualifications of the Attorney proposed to serve as Solicitor- 30%
- Experience of the firm in the following areas - (70%):
- Public Transportation - 5%
- General Contract Law - 5%
- Pennsylvania's Municipal Authorities Act - 5%
- Political Subdivision Tort Claims Act - 5%
- Experience of the firm and quality of references for municipal clients and public transit agency - 15%
- Cost proposal - 10%
- Labor Relations and Personnel Law - 10%
- Contract Negotiation and Arbitration; Public Employee Labor Law; Federal Grant Requirements; State and Federal Procurement Regulations; Disadvantaged Business Requirements and the Office of Management and Budget Circular A-102 - 15%

Proposer's level of response to requested information will be considered throughout the scoring process. A final contract for the Solicitor position is contingent upon approval of the recommendation by the Board of Directors of CamTran.

2-5 Competitive Range

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

2-6 Negotiations

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

Concurrent negotiations with all Proposers whose proposals are within the competitive range may be conducted by CamTran. Negotiations may be entered with one or more Proposers to finalize contract terms and conditions. In the event negotiations are not successful, CamTran may initiate negotiations with the next ranking Proposer or reject all proposals.

Upon completion of negotiations, the proposal that best meets the requirements of the RFP and ranks the highest evaluation score earned by its proposal based on the evaluation criteria shall be recommended to the CamTran's Board of Directors as the successful Proposer.

2-7 Agreement

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

2-8 Execution of Agreement

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

2-9 Public Disclosure of Proposals

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

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

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

2-10 Conflicts of Interest and Non-Competitive Practices

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

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

2-11 Standard RFP Requirements

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

- Request for proposals received and thoroughly read.
- Questions concerning the solicitation documents and project in general submitted to CamTran by 3:00 p.m. on Monday, November 29, 2021.
- Proposal prepared including the following elements:
 - Description of the proposer's understanding of the RFP.
 - Experience statement including a description of at least three similar clients with reference contact information.
 - Description of personnel to be assigned to the project.
 - Description of subcontractors (if any) to be assigned to the project.
 - Description of involvement by Disadvantaged Business Enterprise (DBE).

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

SECTION 3 SCOPE OF WORK

3.0 Scope of Work

The Solicitor should be available to provide routine legal services on a recurring basis, to include but not limited to:

- Preparation for and attendance at special meetings and workshops as requested by CamTran.
- Preparation for and attendance at any CamTran committee or board meeting when requested by the Executive Director. Attendance at monthly Board of Directors meetings will be expected. The yearly schedule of CamTran Board of Directors meetings will be provided.
- Routine consultation with the Executive Director or Human Resource representative regarding employment matters.
- The preparation and/or review of employment-related policies, rules and procedures of CamTran.
- The review of all contracts, agreements and documents that affect employment with CamTran.
- The rendering of advice concerning potential employment-related claims against CamTran by employees, former employees, regulatory agencies and others.
- Make court appearances in Federal, State and Local courts as necessary.
- Conduct internal workshops as requested.
- For compliance with appropriate Federal, State and Local rules and regulations, review all Requests for Proposal (RFP) and Invitations for Bid (IFB) and associated contracts provided by CamTran.
- Familiarity of Federal Transit Administration (FTA), Federal Highway Administration (FHA) and PennDOT Bureau of Public Transportation
- Understanding of Pennsylvania Act 89 and other Federal, State and Local regulations/laws that impact CamTran.

ATTACHMENTS

ATTACHMENT A: PROPOSER CHECKLIST

(To verify that all necessary documents are included)

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

- Attachment A: Proposer Checklist
- Attachment B: Price Proposal Form
- Attachment C: Addendum Page
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- Attachment E: Disadvantaged Business Enterprise Certification
- Attachment F: Affidavit of Disadvantaged Business Enterprise
- Attachment G: Debarment Certification
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- Attachment I: Contractor Integrity
- Attachment J: Federal Lobbying Certification
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- Attachment M: Title Vi of the Civil Rights Act of 1964
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- Attachment O: Notice of Federal Requirements

Signature of the Authorized Person

Title and Date

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



ATTACHMENT B: PRICE PROPOSAL FORM

Price proposals must be enclosed in a separate, sealed envelope marked "Price Proposal" within the total proposal so that costs may not be seen by the Evaluation Committee prior to completing the technical evaluation. Complete the following information:

LEGAL SERVICES

Pricing Form

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

	Hourly Rate		Hourly Rate		Hourly Rate
Year 1:	\$ _____	Year 2:	\$ _____	Year 3:	\$ _____

Other Fees/Costs: (if need, attach additional sheets)

DATED: _____
_____ Company Name

BY: _____
Printed Name Title

Signature

Address (Street, City, State, Zip)

Telephone (Area Code and Phone Number) Email

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

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

ATTACHMENT C: ADDENDUM PAGE

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

(Give number and date of each)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

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

Signature

Title

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

ATTACHMENT D: AFFIDAVIT OF NON-COLLUSION

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

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

Signed: _____

Company Name: _____

Subscribed and sworn before me

This _____ day of _____ .

_____.

Notary Public

My commission expires: _____

Proposer's E. I. Number: _____

(Employer's Quarterly Federal Tax Return No.)

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

ATTACHMENT E: DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

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

DBE Obligation: The bidder/contractor agrees to ensure that DBE's as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the agreement which results from the Purchaser's acceptance of the proposer's offer. In this regard, all bidders/contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Bidders/contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts.

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

Signature: _____ Date: _____

Title: _____

Firm: _____

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

ATTACHMENT F: AFFIDAVIT OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

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

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

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

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

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

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

AFFIANT: _____

DATE: _____

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

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

(Notary Public)

My Commission Expires _____ (SEAL)

STATE OF: _____

COUNTY/CITY OF: _____

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

ATTACHMENT G: DEBARMENT CERTIFICATION

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Commonwealth, the Federal Government or other states.

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

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

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

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

Signature: _____ Date: _____

Title: _____

Firm: _____

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

ATTACHMENT H: AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

DATE: _____ FIRM NAME: _____

BY

SIGNATURE & TITLE: _____

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

ATTACHEMENT I: CONTRACTOR INTEGRITY

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

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

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

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

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

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

CONTRACTOR: _____

BY: _____
Signature

Print Name

Date: _____

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

ATTACHMENT J: FEDERAL LOBBYING CERTIFICATION

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

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

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

By: _____
(Signature of Company Official)

(Date)

(Official's Title)

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

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

Legal Services-Solicitor

All requests, questions and clarifications must be submitted in writing and received on or before 3 p.m., Monday, November 29, 2021. Proposers shall use the following form:

Name of Company/Individual: _____

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

Contact Person: _____

Phone #: _____ FAX #: _____ E-mail: _____

Company's Mailing Address: _____

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

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

Owner/Partner/Officer Date

**Submit this completed form by 3 p.m., Monday, November 29, 2021 to:
fax (814) 536-5951 or tsylvia@camtranbus.com**

ATTACHMENT L: COMMONWEALTH NON-DISCRIMINATION CLAUSE

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

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

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

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

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

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

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

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

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to PA Code Chapter 49.35 of these Regulations. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

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

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

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

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

ATTACHMENT M: TITLE VI OF THE CIVIL RIGHTS ACTS 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.

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

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

ATTACHMENT N: 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 understands that this list does not constitute his or her 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.

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON/TITLE & DATE

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

ATTACHMENT O: 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.

NAME OF AUTHORIZED PERSON: _____

SIGNATURE OF AUTHORIZED PERSON: _____

TITLE AND DATE: _____

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

TERMS & CONDITIONS

CIVIL RIGHTS

The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

CAMTRAN PROTEST PROCEDURES

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

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

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

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

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

- D. Protests before Proposal/Bid Opening or Due Date:
Bid protests alleging restrictive specifications or improprieties, which are apparent prior to bid or proposal opening, must be submitted in writing to CamTran and must be received at least five (5) working days prior to bid/proposal opening.
- E. Protests after Opening of Proposal Solicitation and Prior to Award:
Protests against the making of an award may be made after bid opening and prior to award. Such protests must be submitted in writing to CamTran and must be received by CamTran within five (5) working days of the bid opening. If CamTran decides to withhold the award pending resolution of the protest, CamTran will notify all bidders whose bids or proposals might become eligible for award and offer them the option to extend or withdraw the bid or proposal beyond the 120-day validity period. Awards will not be made until at least five (5) working days after

resolution of the protest.

F. Protests after Award:

Protests received after announcement of an award or after a contract has been executed will only be considered if CamTran determines that the matter is in the public interest or the protest presents clear and convincing evidence of fraud, misrepresentation, other illegality or gross impropriety in the selection of a bid/proposal. If a protest is under consideration, CamTran shall evaluate the bid/proposal a second time in its entirety and use the same evaluation criteria and rating factors applied in the initial review of the bid/proposal. The bid/proposal will be evaluated by a panel designated by CamTran.

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

G. Protest Filing Steps

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

CamTran, Executive Director
502 Maple Avenue
Johnstown, PA 15901

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

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

2. Appeal of Decision to the Board of Directors

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

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

Upon receipt of a written protest containing the above outlined data, the Board of Directors shall consider the issue being protested and the Secretary of the Board of

Directors will respond to the Protestor, in writing, via registered mail, giving their decision on the protested issue and outlining the basis for such decision within thirty (30) working days from the date of receipt of the written protest.

THE DECISION OF THE BOARD OF DIRECTORS OF CAMTRAN SHALL BE CONSIDERED FINAL.

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

3. Appeal to the Federal Transit Administration

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

The protest filed with FTA shall:

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

Such protest should be sent to:

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

A copy of such protests should also be sent to:

Executive Director
CamTran
502 Maple Avenue
Johnstown, PA 15901

and also to:

CamTran Solicitor

NON-COLLUSION STATEMENT: The Anti bid-Rigging Act of 1983, 73 P.S. ¶ 1611 *et seq.*, makes it a crime for two or more persons, by concerted activity, to influence the results of a competitive bidding process. An Affidavit of Non-Collusion (Attachment D) is included in each bid/proposal package and is required to be submitted by each bidder/proposer.

PENNSYLVANIA OPEN RECORD CLAUSE

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

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

ACCESS TO RECORDS

The following access to records requirements applies to this Contract:

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

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

GENERAL AND FEDERAL THIRD PARTY CONTRACT PROVISIONS

General Clauses

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

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

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

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

Interest of Members or Delegates to Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or receive any benefit arising there from.

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

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

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

Term of Payment: The Contractor shall submit an invoice for all contracted goods and services monthly. After this detailed report of legal services is submitted to and approved by the CamTran Executive Director, payment will be made via the Automatic Clearinghouse (ACH) payment process.

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

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

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

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

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

- A. If, through any cause, the proposer shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or, if the proposer shall violate any of the covenants, agreements or stipulations of the Agreement, CamTran may terminate this Agreement by giving written notice to the proposer of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. The proposer will only be paid for services delivered and accepted.
- B. CamTran may terminate this Agreement at any time without cause, provided that it gives written notice to the proposer of such termination, which shall be effective on the date of such notice. In the event of such termination, the proposer shall be compensated for the services delivered through the date of the written notification by CamTran to terminate work. The proposer will only be paid for services delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

Changes:

- A. The Cambria County Transit Authority reserves the right to postpone bid opening for its own convenience and to reject any or all bids. Bid may be awarded without further discussion or notification of bidders.
- B. Changes to the specifications will be made by addendum.
- C. Prime contractors may make appointments to discuss these specifications. This, however, does not relieve them from reducing the request to writing and providing full written documentation for the request.

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

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

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

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

Indemnification :The proposer agrees to indemnify, defend and hold CamTran harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of CamTran and the proposer), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorneys' fees incurred by CamTran, whether these claims or lawsuits are based upon breach of warranty, strict liability in tort, any failure by the proposer to comply with laws pertaining to the contract

documents, the use of patent appliances, products or processes or any breach by the proposer of any of its other duties, representations, covenants or other agreements in the Contract Documents. The proposer will defend all suits brought upon all such claims and lawsuits and shall pay all costs and expenses incidental thereto, but CamTran shall have the right, at its option, to participate at its own expense in the defense of any suit, without relieving the proposer of any of its obligations hereunder.

TERM CONTRACT AND PRICES

No guarantee is expressed or implied as to the total volume of services to be requested under this contract for either Labor Attorney or Solicitor.

APPROPRIATION OF FUNDS

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

TERM CONTRACT

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

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

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

CONTRACT RENEWAL

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

PROPOSAL

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

RESOLUTION OF DISPUTES, BREACHES AND DISPUTES

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

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

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

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

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

LOBBYING

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

CLEAN AIR

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

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

CLEAN WATER

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

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

FLY AMERICA REQUIREMENTS

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

RIGHTS IN DATA

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

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

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

(a) Except for its own internal use, the Purchaser and the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the proposer authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

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

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

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

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official or agents of the Federal Government.

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

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

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

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e. a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental,

developmental or research work financed in whole or in part with Federal assistance provided by FTA.

PATENT RIGHTS

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

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

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

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

ENERGY CONSERVATION

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

ACCESS REQUIREMENTS PERSONS WITH DISABILITIES

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

- (1) U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R., Part 37; applies to bidders/proposers supplying transportation services.
- (2) U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; applies to all contracts.
- (3) U.S. Department of Transportation regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38; applies to all purchases of mass transit rolling stock.
- (4) U.S. Department of Justice regulations, "Nondiscrimination on the basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; applies to bidders/proposers supplying transportation services.
- (5) U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36, applies all contracts.

- (6) U.S. General Services Administration regulations, "Accommodation for the Physically Handicapped," 41 C.F.R. Subpart 101-19; applies to all contracts.
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; applies to all contracts.
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; applies to bidders/proposers supplying transportation services.
- (9) Federal Transit Administration regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609, applies to bidders/proposers supplying transportation services.

DEFINITION OF WORDS AND TERMS

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

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

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

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

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

Day: Calendar Day.

FTA: Federal Transit Administration.

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

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

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

Provide: Furnish without additional charge.

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

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

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

FEDERAL THIRD-PARTY CONTRACT PROVISIONS

The following clauses are part of this and all contracts.

1. Notice of Federal Requirements

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

2. No Government Obligation to Third Parties

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

3. Civil Rights

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

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

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

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

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

b. Disadvantaged Business Enterprise (DBE)

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

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

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

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

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

(3) DBE Non-Discrimination - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this

contract or agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of the contract or agreement, which may result in the termination of this contract or agreement or such other remedy as CamTran deems appropriate.

- (4) Prompt Payment Clause - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen (14) calendar days from the receipt of each payment the prime contractor receives from CamTran. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CamTran. This clause applies to both DBE and non-DBE subcontractors.

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

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

c. Title VI of the Civil Rights Act of 1964

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

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

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

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

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

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

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

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

Incorporation of Provision: The Contractor shall include the provisions of paragraph (1) through (6) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issues pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided however, that in the event a Contractor becomes involved in, or is treated with, litigation with a Subcontractor or Supplier as a result of such direction, the Contractor may request the Recipient, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

d. Access Requirements for Individuals with Disabilities

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

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

4. Commonwealth of Pennsylvania Non-Discrimination Clause - CamTran is a contract recipient of funds from the Commonwealth of Pennsylvania. As a condition for the receipt of the funds, CamTran must certify its compliance with the Non-Discrimination Clause and CamTran must require all subcontractors certify their compliance with the Non-Discrimination Clause.

5. Termination (For contracts of \$10,000 or greater)

- a. Termination for Convenience (General Provision): CamTran may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract

close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CamTran to be paid the Contractor. If the Contractor has any property in its possession belonging to CamTran, the Contractor will account for the same, and dispose of it in the manner CamTran directs.

- b. Termination for Default (Breach or Cause) (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, CamTran may terminate this contract for default. Termination shall be affected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

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

- d. Waiver of Remedies for any Breach: In the event that CamTran elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CamTran shall not limit CamTran's remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts): CamTran, by written notice, may terminate this contract, in whole or part, when it is in the Government's interest. If this contract is terminated, CamTran shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Convenience of Default (Cost-Type Contracts): CamTran may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of CamTran or for the default

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

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

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

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

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

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

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

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

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

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

7. Lobbying (For Contracts of \$100,000 or Greater) - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to CamTran.
8. Interest of Members of Congress - "No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom."
9. Interest of Public Officials: "No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."
10. Debarred Bidders - "Neither Contractor nor any officer or controlling interest holder of Contractor is currently, or has been previously, on any debarred bidders list maintained by the U.S. Government."
11. Cargo Preference - Pursuant to 46 CFR Part 381, the following clauses are in effect for any contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the contract:

The Contractor agrees:

- a. To utilize privately owned United States flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
- b. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to the Recipient (through the prime Contractor in the case of Subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh St. S.W., Washington, D.C. 20590, marked with appropriate

identification of the Project.

- c. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.
12. Buy America Procurements of \$150,000 or more for Iron, Steel or Manufactured Products and Rolling Stock (Service Type Contracts are Exempt) - Procurements of \$150,000 or more are subject to the Federal Transit Administration (FTA) Buy America Requirements in 49 CFR 661. A Buy America Certificate must be completed and submitted with a bid. A bid which does not include the certificate will be considered non-responsive. A waiver from the Buy America Provision may be sought by CamTran if grounds for a waiver exist. The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that Federal Funds may not be obligated unless steel, iron and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.
13. Debarment and Suspension (Integrity Certification - Contracts of \$25,000) - Federal Regulations prohibit CamTran from entering into contracts in excess of \$25,000 for goods and services from contractors that have been suspended or debarred from receiving Federally assisted contracts. CamTran imposes this same regulation upon contractors to require that their subcontractors (in excess of \$25,000) not be suspended or debarred.

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

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

Instructions for Certification

- (1) By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, CamTran may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to CamTran if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarment," "suspended," "ineligible," "lower

tier covered transaction," "participant," "persons," "lower tier cover transaction," "principal," "proposal," and "voluntary excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact CamTran for assistance in obtaining a copy of those regulations.

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

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

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" (or defined at 49 CFR 29.105(p)) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

14. Environmental Requirements

CamTran recognizes that many Federal and State Statutes imposing environmental, resource conservation and energy requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, 42 USC 4321 et seq.; the Clean Air Act, as amended, scattered sections 33 and 12 USC; the Resource Conservation and Recovery Act, as amended, 45 USC 6901 et seq.' and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC 9601, et seq.. CamTran recognizes that the Environmental Protection Agency (EPA), the Federal Highway Administration (FHWA), and other agencies of the Federal Government have issued and are expected in the future to issue requirements in the form of regulations, guidelines, standards, orders or other directives that may affect the Project.

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

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

Motor Vehicles and Motor Vehicle Engines, " 40 CFR Part 85; and " Control Air Pollution from New and In-Use Motor Vehicles and New and In-Use Vehicle Engines: Certification and Test Procedures," 40 CFR Part 86; and "Fuel Economy of Motor Vehicles, " 40 CFR Part 600. (3) The Contractor agrees to comply with the notification of violating facility requirements of Executive Order No.11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. 7606 note.

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

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

of Executive Order No. 11738, “Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, Loans,” 42 U.S.C. Section 7606.

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

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

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

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

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

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

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

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

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

16. Program Fraud and False or Fraudulent Statements

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

17. Contract Work Hours and Safety Standards Act (Non-Construction Contracts in excess of \$2,500)

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

- a. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set for in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Unites States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. CamTran shall upon its own

action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- e. Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or case equivalents thereof of the types described in section 1(b) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible and that the plan or program has been communicated in writing to the laborer or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees and the ratios and wage rates prescribed in the applicable programs.

18. AUDIT AND INSPECTION OF RECORDS (To be included in all negotiated contracts and construction contracts entered into without competitive bidding procedures)

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

federal financial assistance through programs described at 49 U.S.C. 5307, 5309 or 5311.

19. FLY AMERICA

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

20. This Section Deliberately Left Blank.

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

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

research, development or a demonstration, it is generally the FTA's intent to increase the body of mass transit knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless the FTA determines otherwise, the Recipient of FTA assistance to support planning, research, development or a demonstration financed under the Federal Transit Act, as amended, understands and agrees that, in addition to the rights set forth in (2) above, the FTA may make available to any FTA Recipient, Sub-recipient, Third Party Contractor, or Third Party Subcontractor, either the FTA's license in the copyright to the "subject data" derived under this agreement or a copy of the "subject data" first produced under this agreement. In the event that such a Project, is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined in (a) of this agreement and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs of for the Recipients use which costs are financed with capital funds (Section 3, 9, 16, 18 of the Federal Transit Act, as amended, or Title 23 funds).

- d. Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this agreement. The Recipient shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.
- e. Nothing contained in this section on rights in data shall imply a license to the Government under any patent to be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- f. The requirements of subsections (b), (c) and (d) of the above do not apply to material furnished to the Recipient by the Government and incorporated in the work carried out under the agreement; provided that such incorporated material is identified by the Recipient at the time of delivery of such work.

22. Seat Belt Use

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," 23 U.S.C. 402 note, the Contractor is encouraged to adopt on-the-job seat belt use policies and programs for its employees that operate company-owned, rented or personally operated vehicles and shall include this provision in all third-party contracts and subcontracts under this Project.

23. Federal Changes

49 CFR Part 18 Applicability to Contracts. The Federal Changes requirement applies to all contracts. The flow down changes requirement flows down appropriately to each applicable changed requirement. No specific language is mandated. The following language has been developed by FTA. Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed

directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

24. Veterans Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

25. Copeland Anti-Kickback Act

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

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

ADDITIONAL BID CRITERIA

Intent of IFB

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

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

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

Acceptance of Bids

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

Withdrawal of Bids after Bid Opening

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

Clarifications, Exceptions and Approved Equals

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

Protests and Disputes

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

Dispute Resolutions

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

Commonwealth Nondiscrimination Clause

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

Disputes

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

Protest Procedures

1) Protests Prior to Bid Opening

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

2) Protests after Bid Opening

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

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

under contract provisions or other remedies, if available.

3) Protests submitted shall:

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

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

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

Federally Required Certifications

- 1) By signing and submitting this bid proposal, the bidder agrees to comply with the following:
 - a) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
 - b) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - c) Access by the purchaser, the Pennsylvania Department of Transportation, the Federal Transit Administration, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the bidder (contractor) which are directly pertinent to the contract resulting from this IFB for the purpose of making audit, examination, excerpts and transcriptions.
 - d) Retention of all required records for three years after the purchaser makes final payment and all other ending matters are closed.
 - e) Federal Civil Rights Requirements which is made a part of this IFB.
 - f) Contract Work Hours and Safety Standards Act, which is made a part of this IFB.
 - g) Program Fraud and False or Fraudulent Statements or Related Acts.
 - (1) The bidder acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of

the underlying contract, the bidder certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the bidder further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the bidder to the extent the Federal Government deems appropriate.

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

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

h) Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by PENNDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by PENNDOT, and those as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The bidder shall not perform any act, fail to perform any act or refuse to comply with any purchaser requests which would cause the purchaser to be in violation of the FTA terms and conditions.

i) No Obligation by the Federal Government.

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

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

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

Summary of Items to be supplied with Bid

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

Terms of Payment

Contracts resulting from this bid shall be subject to a financial assistance contract between the purchaser and the Commonwealth of Pennsylvania and the U.S. Department of Transportation (if applicable). The purchaser shall make full payment within thirty (30) calendar days of the date the service is determined by the purchaser to be in acceptable condition. Upon award of the contract by CamTran, CamTran personnel will coordinate with the awardee to establish a payment system following the Automated Clearing House (ACH) process. The purchaser shall not be charged interest until the purchaser has received funding from the State for the purchase of the service. The State and Federal government will not be subject to any interest charges under any circumstances.

Termination

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

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

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

Bid Familiarity

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

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, AND OTHER LEGAL

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729,

et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.