

**WEBSITE REDESIGN
REQUEST FOR PROPOSAL**

RFP #CAT-2018-002



Capital Area Transit

Serving Dauphin and Cumberland Counties And the City of Harrisburg



Central Pennsylvania Transportation Authority dba rabbittransit

Serving Adams, Columbia, Cumberland, Franklin, Montour, Northumberland, Perry, Snyder, Union and York Counties

May 31, 2018

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REQUEST FOR PROPOSALS

FOR

WEBSITE REDESIGN SERVICES

Capital Area Transit

Harrisburg, PA

&

Central Pennsylvania Transportation Authority dba rabbittransit

York PA

SPECIFICATION NO. CAT-02-18

Released, Monday, May 31, 2018

Question/Clarification Request Due Not Later Than: 4:00 p.m., June 14, 2018

Proposals Due at Capital Area Transit
Not Later Than: 4:00 p.m., July 2, 2018

Proposals to be submitted to:
James Mobley, Procurement Manager

If emailed:
jmobley@cattransit.com

If mailed/delivered:
CAPITAL AREA TRANSIT
901 North Cameron Street
Harrisburg, PA 17101

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REQUEST FOR PROPOSAL (RFP) NOTICE TO PROPOSERS WEB REDESIGN SERVICES

Two public transportation agencies in the Commonwealth of Pennsylvania (Commonwealth) consisting of Cumberland-Dauphin-Harrisburg Transportation Authority (Capital Area Transit or CAT), Central Pennsylvania Transportation Authority County Transportation Authority (rabbittransit), are seeking proposals for Web Redesign Services per the attached technical specifications. Capital Area Transit and Rabbit Transit intends on awarding two separate contracts for the solicited services.

Proposals will be received by the Cumberland-Dauphin-Harrisburg Transit Authority, 901 North Cameron Street, Harrisburg, PA 17101, via email submission to jmoble@cattransit.com, or by mail to the underwritten Capital Area Transit address until:

4:00 P.M ET on July 2, 2018

Proposals must be submitted on the forms provided, including all Attachments. Please mark the email/envelope in which the *proposals* are submitted “*Solicitation # CAT-02-18, WEB REDESIGN SERVICES*”. If proposals are submitted by mail, please provide [1] original and [3] copies of the proposal within the envelope.

All inquiries and other correspondence relating to this request for bids, both prior to and subsequent to the letting of the contract arising therefrom shall be with:

James Mobley
Procurement Manager
Capital Area Transit
901 North Cameron Street
Harrisburg, PA, 17105
(717) 233-5657, ext.134

All proposals shall be subject to all applicable state and federal laws, subject to approval of a financial assistance contract between the Cumberland-Dauphin-Harrisburg Transit Authority and the U. S. Department of Transportation, and in compliance with all applicable Equal Employment Opportunity laws and regulations.

This Authority solicits and encourages Disadvantaged Business Enterprises / Women Business Enterprise participation. DBE's / WBE's will be afforded full consideration of their responses and will not be subject to discrimination. Proposers will be required to comply with the Cumberland-Dauphin-Harrisburg Transit Authority DBE / WBE Program goal requirement where applicable.

The Cumberland-Dauphin-Harrisburg Transit Authority reserves the right to postpone, accept, or reject any and all proposals, in whole or in part, or to waive any and all informalities, as it deems in its best interest. Any person on the list of ineligible contractors for federally assisted projects is not an eligible proposer.

AGENCY INFO:

Capital Area Transit

Rabbit Transit

Address	901 Cameron Street Harrisburg, PA 17101	1230 Roosevelt Avenue York, PA 17404
Service Area	Cumberland Dauphin Counties, City of Harrisburg	Adams, York, and Northumberland Counties
Internet Address	https://www.cattransit.com/	http://www.rabbittransit.org/

Anticipated Procurement Schedule

(Subject to Change)

PROPOSALS ADVERTISED..... *(May 31, 2018)*
QUESTIONS/CLARIFICATION REQUESTS..... *(June 14, 2018)*
RESPONSES TO QUESTIONS/CLARIFICATIONS..... *(June 19, 2018)*
PROPOSALS DUE..... *(July 2, 2018)*
AWARD OF CONTRACT..... *(TBD)*

**SECTION I
GENERAL INFORMATION AND CONDITIONS**

1.0 The Contract Documents

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

1.1 Financial Assistance Grant

Financial support of this *contract* is provided through financial assistance grants from the Federal Transit Administration (FTA), Pennsylvania Department of Transportation (PADOT) and CAT. The successful *bidders/proposers* and all subcontractors will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States of America and the purchaser.

1.2 Approval by United States Department of Transportation

The award of a contract for labor and materials is subject to the concurrence of the United States Department of Transportation (DOT).

1.3 Federal Regulations

The contract between CAT and the successful bidder is subject to the Federal Transit Administration Circular 4220.IF “Third-Party Contracting Requirements” dated November 1, 2008.

1.4 Intent of Specifications

It is the intent of these specifications to take advantage of the latest advances in industrial design and construction. It is the intent to specify durable materials and which will be rugged and most suitable for CAT considering such facts as may be reasonably and properly taken into account. Only new materials, produced by manufacturers who have demonstrated experience in this field will be considered. The units offered shall be of the latest design in current production. The *proposal* shall include a complete description of each major component to be furnished, including materials, manufacturer, model number or other specific identifications.

1.5 Compliance with Specifications

In all cases, materials must be furnished as specified, but where brand names are used, consider the terms “approval equal” to follow; however, written approval for any proposed “equal” must be received before the scheduled bid opening.

All *proposals* received shall remain in effect 60 days after proposal due date.

Invoices shall be furnished upon shipment and payment shall be made net thirty (30) days upon receipt of product/service.

1.6 Award of Contract (RFP)

a. General Procedures and Criteria

A Proposal Review Committee consisting of CAT staff members that will review all proposals received and will make a recommendation for contract award to the CAT General Manager. The Proposal Review Committee will establish a competitive price range for the proposals and an objective scoring system to evaluate and rank the proposals received. The proposal that represents the “best value” will be recommended for contract award.

CAT may undertake concurrent contract negotiations with any and/or all of the proposers that are determined to be within the competitive price range; however, CAT reserves the right to award a contract based on the original proposal without any negotiations. CAT reserves the right to waive minor irregularities in any proposal; to reject any or all proposal; and to re-advertise for new proposals.

b. Selection Process

Upon review of all eligible proposals by the Proposal Review Committee, the Committee will either:

1. Make a recommendation for award to the General Manager.
2. Request that one or more proposer(s) submit additional information and/or make a presentation to the Committee to further assist the review process.

1.7 Term of Payment

The contractor shall submit billing concurrent with Item 1.5 of the specifications. Payment by CAT will be made net Thirty (30) days according to the stated terms.

1.8 Taxes

CAT 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 bid price. CAT will provide necessary tax exempt certificates.

1.9 Materials Warranty

The *proposer* shall assume responsibility for all materials and accessories used in the equipment whether the same is made by the manufacturer or purchased ready-made from an outside source.

1.10 Delivery/Completion

Each *proposal* shall provide for the realistic delivery/completion of the project to the property of CAT and the *proposer* shall state the earliest possible date for delivery/completion of the project.

1.11 Contractual Obligation of Bidder/Proposer

Each *proposal* shall be submitted with the understanding that the acceptance in writing by CAT of the labor and materials described therein shall constitute a contract between the *proposer* and CAT, which shall bind the *proposer* on his part to furnish and deliver at this *proposal* price in accordance with the conditions of said accepted *proposal* and specifications.

1.12 Warranty

The *proposer* shall warrant that all materials will conform to the published specifications and will be free from defects in material workmanship and title. The product must be of first quality and the workmanship must be the best attainable. All materials furnished shall be subject to testing to assure compliance with contractual specifications. The warranty period shall be one year from date of acceptance. If it appears that within one year from date of acceptance that any materials fail to meet the warranty specified above and the purchaser notifies the supplier promptly, the supplier shall thereupon correct any deficit, including nonconformance with the specifications or bid award terms, whichever is applicable and, at his option and expense, either repair or replace any defective materials or parts.

1.13 Patents

The *proposer* shall assume all costs arising from the use of patented materials, equipment, devices, or processes not furnished by CAT, used on or incorporated in the project and shall indemnify and save harmless CAT, FTA, and their duly authorized representatives, from all suits of law, or actions of every nature for, or on account of, the use of any patented materials, equipment, devices or processes.

1.14 Inspection and Acceptance

All labor and materials, covered by this specification, shall be subject to the inspection of CAT. This inspection shall be made at the point of delivery or with the material installed. The point of inspection shall be optional with the purchaser and written acceptance shall take place within thirty (30) days of the completion of installation.

1.15 General

- a. The supplier shall comply with all applicable federal, state and local laws.
- b. *Proposals* shall be submitted in envelopes clearly marked “Sealed Proposal– (project description)” and must be received at the office of the Authority prior to the scheduled time of the proposal due date. Quotations received after the scheduled due date will not be considered.

1.16 Conditional Proposals

Conditional proposals, or those which take exception to the specifications, will be considered non-responsive and will be rejected.

1.17 Proposal Forms

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

1.18 Definition of Terms

The term “manufacturer” – “supplier” – “contractor” used in this specification means the concern or its duly authorized representative accepting the order to furnish and deliver material covered by this specification. The term “purchaser” – “CAT” refers to the Cumberland-Dauphin-Harrisburg Transit Authority. The term – “RT” refers to Rabbit Transit Authority.

1.19 Errors & Omissions

The supplier 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 CAT.

1.20 Packing and Shipping

All materials shall be packaged and shipped in a manner to insure their receipt without loss or injury and to permit further handling if necessary. Small stock shall be securely bundled, bagged, boxed or crated.

The supplier shall be responsible for and replace any material lost or damaged during transit of materials F.O.B. Harrisburg. Each package shall be plainly marked indicating the kind and quantity of material, part number and the purchase order number of the CAT.

1.21 Rejection

Failure of any of the material or of a sample or samples thereof to satisfactorily meet inspection will be cause for rejection of the material furnished under this specification. The supplier shall pay rejected material transportation charges both ways.

1.22 Contract Changes

The Contracting Officer, James Mobley, at any time, by a written order, and without notice to the sureties make changes within the general scope of this contract, in any one or more of the following: (i) Drawings, designs, or specifications; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be notified in writing accordingly. Any claim by the Contractor of the notification of change: Provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact; however, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed. (See page 5 for contact information)

1.23 Interest of Members of 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 to any benefit arising therefrom.

1.24 Conflicts of Interest

No member, officer, or employee of the Public Body, Transit Authority, or locality during his tenure or one year thereafter shall have any interest direct or indirect, in the Contractor, the Contract or proceeds thereof.

Throughout the proposal review process and subsequent contract negotiations, proposers shall not discuss or seek specific information about this project with members of the Proposal Committee, CAT Board or CAT employees other than the *procurement manager* and/or his designee(s).

1.25 Commonwealth of Pennsylvania Non-Discrimination Clause

CAT is a contract recipient of funds from the Commonwealth of Pennsylvania. A condition for the receipt of the funds is that all subcontracts must certify to compliance with the Non-Discrimination Clause.

1.26 Protest and Appeal Procedures

This procurement is conducted under contracting guidelines issued by the Federal Transit Administration (FTA) Circular 4220.1F dated November 1, 2008. All protest decisions must be in writing. A protester must exhaust all administrative remedies with CAT before pursuing a protest with FTA. Under C4220.1F protests and appeals to FTA may be made only on the basis that CAT does not have written protest procedures or failed to follow such procedures.

- a. CAT reserves the right to postpone bid opening for its own convenience and to reject any or all bids.

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- b. Changes to the specifications will be made by addendum.
- c. Prime contractors and subcontractors may make appointments to discuss these specifications. This, however, does not relieve them from the written, documented requests required by the paragraphs below.
- d. Requests for approved equals, clarifications of specifications and protests of specifications, must be received by CAT in writing not less than ten (10) calendar days before the date of scheduled bid opening. Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.
- e. CAT's replies to requests under Paragraph (d) above will be postmarked at least five (5) calendar days before the date scheduled for bid opening.
- f. Bidders wishing to protest bid openings or bid awards may do so by giving written notice to the General Manager of CAT. This notice must be given within three (3) calendar days after bid opening or bid award. The protestor must state in writing the grounds for protest and provide supporting documentation for their protest.
- g. If CAT determines a bid opening should be postponed due to a Protest, all bidders will be notified in writing.
- h. If the bids have been opened but a contract has not yet been awarded and a protest has been received in accord with Paragraph (f), CAT will notify all bidders and will not proceed with the bid award until CAT has submitted a written response to the protesting bidder and believes the protest to be resolved.
- i. If the award of the contract has already been made at the time that a bid protest is received, CAT will notify the bidder that was given the award that a protest was filed and will delay the issuance of any Notice to Proceed until CAT believes the protest has been resolved.
- j. Failure of a protestor to comply with the procedures and the time limits stated in this section will result in dismissal of the protest by CAT.

1.27 Covenant Against Gratuities

If awarded the contract, the Contractor shall warrant that he or she has not offered or given gratuities (in the form of entertainment, gifts or otherwise) to any official or employee of CAT or its operating contractor, with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of contract.

1.28 Assignment of Contract

The Contractor shall not assign or transfer any interest in the contracts or delegate its performance of duties, except upon written approval of CAT or CPTA in their perspective contracts, which approval shall not be unreasonably withheld. Consent to assign, transfer or delegate any interest or performance on this contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract.

1.29 Advertising and Public Relations

CAT reserves the right to review and approve any CAT related copy prior to publication. The Contractor shall not allow any CAT related copy to be published in the Contractor's advertisement of public relations program until submitting to CAT related copy and receiving prior written approval from CAT. The Contractor shall agree that the material published about or referring to CAT and its equipment shall be factual and in no way imply that CAT either encourages or supports the Contractor's firm or product.

1.30 Right to Know Disclosure

Information submitted as part of the successful bid/awarded contract will become public information and subject to "Right to Know Disclosure." The law is available at the Pennsylvania's Office of Open Records website here: http://openrecords.state.pa.us/portal/server.pt/community/open_records/4434/right-to-know_law/466460

1.31 Proprietary Information

Any information contained in the proposal that the proposer considers proprietary must be clearly identified as such. Capital Area Transit and Central Pennsylvania Transit Authority will respect requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act and Pennsylvania Sunshine Laws.

1.32 Verbal and Written Questions

Prospective proposers may submit substantive questions, comments and concerns related to this Request in writing, including email. Verbal questions will NOT be accepted. Responses thereto will not be binding on the CAT unless they are in writing. Written questions (via. hard copy or email) received no later than 4:00 P.M (ET) on June 14, 2018 will be answered in writing and distributed to all Proposers on the RFP distribution list. Questions should be addressed to James Mobley at the below stated mailing address, or, email address. Written responses to all submitted questions will be issued to all prospective Proposers by June 19, 2018.

Name/Title: James Mobley, Procurement Manager
Address: 901 North Cameron Street,
Harrisburg PA, 17101
Email: jmobley@cattransit.com

**SECTION II
SPECIFICATIONS AND SCOPE OF SERVICES**

2. SCOPE OF WORK

The proposal should include the website planning, navigation development, design, coordination, content editing and programming in order to redesign Capital Area Transit's and Central Pennsylvania Transit Authority's websites into optimized, mobile responsive sites. The estimate should include utilizing a WordPress platform to build the website. Key components of the site development should include:

2.1 SPECIFICATIONS

2.1.1 Website Information Architecture Development

With a goal of improving usability, develop a detailed information architecture map for the websites, including overall structure, the navigational flow between pages, elements/links that will be available on pages, how content will behave across the site, etc.

2.1.2 Website Functionality Planning

Outline the websites' core functionality, designating site features such as a blog, video placement (if applicable), slider, contact forms, language translations, schedule layouts, etc. and determine how they flow within the overall site structure, what elements feed the homepage, etc.

2.1.3 SEO Research

Identify main keywords for each page in the sitemap. Research Google US search query information to develop proper URL naming conventions and language-appropriate metadata, including page titles, meta descriptions and other page metadata as recommended by Google.

2.1.4 Website Design

Based on the approved navigation, a web design should be created that align with CAT and CPTA brands and effectively communicates the respective differentiators. Estimate should include the development of a clean, updated and professional homepage design with a look and feel which entices customers to use the websites and information, services and resources therein. Subsequent design of up to five subpage layouts (main subpage, schedule page, e-commerce page and up to two additional subpages to be determined based onsite planning) based on the approved homepage design. It should also include the development of all related graphic assets for site launch including additional page templates (mobile design, contact form, style sheet, etc.) rollover effects, three (3) slider graphics (if applicable), header images (if applicable), etc. as needed based on the design. Design should utilize the use of Cascading Style Sheets (CSS) as well as JavaScript, if needed. Incorporate appropriate social media icons, links and feeds for the following social media channels: Facebook, Twitter and YouTube. Design should allow for the addition as well as removal of social media services in the future.

The design must present all content to be displayed/proportioned correctly on all standard mobile displays and devices including, but not limited to, computers, tablets and smart phones. Any mobile interface(s) must have low page load times which test well using Google's Test My Mobile Site, minimizing data usage, if possible. Design must be formatted to meet any current browser and software operating systems current available for use.

2.1.5 Website Content

Vendor must present a plan, in detail, how existing content (including but not limited to: page content, text, images, videos and any other media) will be inventoried and migrated to new website. If any content cannot be migrated or needs formatted differently before migration, vendor must notify Capital Area Transit immediately so Capital Area Transit can work with vendor to format content correctly. Time assumes that Capital Area Transit is providing all site content in a format designated by agency and that the agency is copy editing up to 30 key site pages (to be defined by Capital Area Transit during the planning process) to meet SEO best practices. Additionally, the design of proper status codes including

404's, 500, etc. must be developed and setup to direct users to new page location(s). These status codes must be tested and provided proof delivered to Capital Area Transit.

2.1.6 Photography

Estimate should assume all images will be provided by Capital Area Transit for use throughout the site.

Estimate should include up to 2 hours of stock image research for additional photography that may be integrated into the design. Images will be researched after content is confirmed to ensure recommended photos align with site content.

2.1.7 Programming & Launch Coordination

The time included in estimate should include all coordination for site programming, testing and launch. This includes determining how core areas of the content management system will be managed, ensuring the site programming adequately translates the design and ensuring all site elements function as outlined.

The site should be built via WordPress with a fully-functional content management system that will provide extreme flexibility for site updates. The content management system should allow for multiple users with different levels of access rights and pages sections each user can edit.

The site should be programmed with consideration for the latest browser updates and with organic search in mind with regards to coding structure. The site should also have a mobile responsive design and be Level A compliant for ADA compliance.

Agency should provide documentation for Capital Area Transit staff to access the website back-end to make simple website updates. A "how-to" guide should be included in the estimate as well as an up to two-hour training session with Capital Area Transit staff. Additional backend training, up to 2 hours, for the core system functions should be provided to Capital Area Transit IT department.

Google Analytics tracking should be integrated into each page and the website should be optimized for search engines. To increase visibility with search engines the agency will ensure all links work and web pages are interlinked. Analytics can integrate into Capital Area Transit's current Analytics account.

2.1.8 HTML Sitemap

Include HTML sitemap page on the new site as well as use an XML sitemap file. Upload sitemap to Google and Bing.

2.1.9 Mobile Responsive Programming

The website design and programming integration should automatically adapt the site format and content based on the device a visitor is using to access the site. This should include optimization for phone, tablet and adaptations for various screen resolutions, screen readers, ADA compatibility and complicity as well as other CPU settings. The estimate should include agency adapting the final main website design for optimal use on mobile phones and tablets, and incorporating mobile-responsive programming into the site code. As site updates made via the content management system should automatically be reflected in all versions.

2.1.10 Site test period

Capital Area Transit will have the ability to view the website during the development and design. Vendor must conduct ongoing extensive testing prior to presenting site to Capital Area Transit for review. Once design and development has been completed, Capital Area Transit would like a period of time, not to exceed, two weeks for additional internal testing before accepting the new site and site content.

2.1.11 Knowledge Transfer and Training

Vendor must provide training materials for the following:

- Administration of site to be performed by Capital Area Transit IT department, these materials should include backing up site, updating plugins, and remote FTP access and usage guidelines. A technical rundown of all server hosting information must be provided to Capital Area Transit IT department; this information should include: server IP addressing information, server hosting location, username and passwords for accessing administrative resources directly on server.
- User and staff guidelines for creating, access and editing content for their section of the site.
- A procedure of day-to-day user functions which will need to be completed for processing credit cards, editing content and using site resources, if applicable.

All training materials and procedures must be provided in a hardcopy and digital (PDF or Word) format.

2.2 SITE FUNCTIONALITY FEATURES

(The following functionality should be included in the development time for the site)

2.2.1 Events Calendar

A simple events calendar should allow for upload of events into main and compliance categories.

2.2.2 Employee Intranet

A password protected Intranet should allow Capital Area Transit staff to provide access to specific groups of contacts based on user levels. This assumes that the Intranet will house PDFs documents to be uploaded to the site at a future time.

2.2.3 Blog

The site should include a blog and/or news articles with the ability to categorize posts.

2.2.4 Mail Chimp integration

The site should include integration with Mail Chimp for capturing e-newsletter sign ups. Capital Area Transit current has a Mail Chimp Account

2.2.5 SSL Installation

Costs should include installation and use of an SSL certificate.

2.2.6 Payment Integration

Should assume a simple commerce gateway similar to the current site. Capital Area Transit currently users WooCommerce and FirstData for payment processing.

2.2.7 Up to Five (5) Forms

Should assume development of up to five (5) online forms.

2.2.8 Google Maps Integration

Google Maps should be integrated within the site.

2.2.9 Spanish Language Conversions on Designated Content throughout Site

Spanish translation functionality should be built into selected areas of the site via a plugin that will allow a user to automatically generate the translation. This does not include manual translation of components or review for accuracy.

2.2.10 Google Translate

Should be incorporated within the site.

2.2.11 Google Transit

Site should have the ability to interface with Google Transit site and app, via additional plugin, if required.

2.2.12 Google Analytics

Site should have the ability to interface with Google analytics site and app, via additional plugin, if required

2.2.13 Third Party Resources

The proposal should assume that the following third party tools are integrated into the site.

- Careers\Job posting – **Capital Area Transit uses ApplicantPro**
- Rider Alerting system to include, email, text and voice calls – **Capital Area Transit uses GNU Mailman Service provided through current hosting plan.**
- Bus Tracker – currently **FindMyCAYBus.com**
- FindMyRidePA.com
- Social Media interaction to include: Twitter and Facebook
- Google Drive link redirection via a password word protected WordPress link for drivers work board

2.2.14 Support and Maintenance

Vendor must provide support and maintenance for new site during an intimal twelve month contract period to include the following:

- Immediate resolution of any design defects, errors, bugs, project or content omissions and website failures.
- Ongoing phone and email support to Capital Area Transit
- Support for plugin updates, customization and/or any script changes which require changes due to updates.

Vendor shall describe in writing any and all limitations within their support and maintenance contract. Support and maintenance period may be extended after initial contract term. Each extension will be a minimum of twelve months and the same level of support and maintenance will be expected.

Additional Items

Vendor is to provide pricing for an annual support and maintenance contract agreement.

Vendor is to provide hosting and hosting costs should be included in support and maintenance agreement.

Vendor is to provide hourly rate if future design built out or improvements need to be made to enhance website.

Deliverables:

- Proposals should be delivered electronically and include at least five examples of work or link to portfolio, server metric for page load times – providing a fast load time of about five seconds per page.
- Upon vendor selection, vendor will provide project plan and timeline with milestones in a standard dated format.

**SECTION III
PROPOSAL EVALUATION AND SELECTION PROCESS**

3.0 Proposal Evaluation

The Evaluation Committee will initially review and evaluate each proposal received to determine the Vendor’s ability to meet the RFP requirements. The evaluation criteria described in Section 3.1 will be the basis for evaluation. The Evaluation Committee will review and evaluate the proposals received and will determine a competitive range of a minimum of two (2) proposals deemed the best suited to meet the needs of CAT based on the scoring of the evaluation criteria. Responses to each criterion shall not exceed four (4) pages. (4 page limit for each criterion)

CAT may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below. (Listed in order of importance)

3.1 Evaluation Criteria

Criteria	Description
Past Performance/Experience	<p>Include a narrative description of your firm’s experience and qualifications for the components being bid. Specific experience with similar organizations should be included. Experience should be related to work performed by individuals who will be assigned to this project as well as that of your company. Previous engagements referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. Include a minimum of five (5) references.</p> <p>Respondents will be evaluated based on their ability to perform the requested services based on their past performance and references.</p>
Understanding the Problem	<p>This refers to the Proposer’s understanding of the needs that generated the RFP, of the CAT’s objectives in asking for these services, and of the nature and scope of the work involved.</p> <p>Respondents will be evaluated based on your ability to state in succinct terms your understanding of the services required by the RFP</p>
Soundness of Approach	<p>Emphasis here is on the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the project. Of equal importance is whether the project approach is completely responsive to all written specifications and requirements contained in the RFP and if it appears to meet CAT objectives.</p> <p>Respondents will be evaluated based on your proposed:</p> <ol style="list-style-type: none"> 1. Project/Work Plan, 2. Management Summary, 3. Scope of Work and Project Timeline
Ability to Perform Work	<p>This refers to the ability of the Proposer to meet the terms of the RFP, especially the time constraint and the quality and relevancy of previous projects performed for similar organizations. This also includes the Proposer’s financial ability to undertake a project of this size.</p>

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	Firms will be evaluated based on their financial ability statement and Consultant Information.
Personnel Qualifications	<p>This refers to the competence of professional personnel who would be assigned to the project by the Proposer. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience on audits similar to that described in the RFP.</p> <p>Respondents will be evaluated on your proposed personnel's qualifications and specialized experience.</p>
Price	Refers to the overall proposal price

**SECTION IV
INFORMATION NEEDED FROM VENDORS**

4.1 Locations

List your firm's total number of locations and employees and the number of locations and employees in Pennsylvania. Also, please list the business address(es) of the personnel who will be assigned to the engagement. Note that location will not be a determining factor in vendor selection. Inclusion is for informational purposes only.

**SECTION V
PROPOSAL SUBMISSION FORMS**

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COST PROPOSAL FORM

Capital Area Transit

Section 1- Website Redesign

Proposed Cost: _____

Section 2- Training

Proposed Cost: _____

Section 3- Maintenance Agreement (12 month period)

Proposed Cost: _____

Rabbit Transit

Section 1- Website Redesign

Proposed Cost: _____

Section 2- Training

Proposed Cost: _____

Section 3- Maintenance Agreement (12 month period)

Proposed Cost: _____

ADDENDUMS

Any changes to this *RFP* document will be made by written addendum issued by CAT. Upon issuance, the addendum will be considered part of the *RFP* and will prevail over inconsistent or conflicting provisions contained in the original document. Addenda will be mailed and transmitted by facsimile to all potential *proposers* who have previously requested a copy of the *RFP*.

Proposers shall acknowledge receipt of all addenda below, and they shall also include a copy of all addenda in an appendix to the *proposal*. As with other required documentation, *proposers* that fail to reference receipt of addenda and do not include a copy of the addenda as indicated may be excluded from consideration for contract award.

ADDENDA ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda (if any) to the *bid/proposal*.

Addenda #1 _____	_____
DATE	Signature
Addenda #2 _____	_____
DATE	Signature
Addenda #3 _____	_____
DATE	Signature
Addenda #4 _____	_____
DATE	Signature
Addenda #5 _____	_____
DATE	Signature
Addenda #6 _____	_____
DATE	Signature
Addenda #7 _____	_____
DATE	Signature
Addenda #8 _____	_____
DATE	Signature

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ATTACHMENT A

BUY AMERICA CERTIFICATION FOR PROCUREMENT OF STEEL, IRON AND MANUFACTURED PRODUCTS.

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

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

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

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) (1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j) (2) (A), 5323(j) (2) (B), or 5323(j) (2) (D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

ATTACHMENT B

NON-COLLUSION STATEMENT

AFFIDAVIT OF NON-COLLUSION:

I hereby certify:

1. That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation, have authority to assign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids have been arrived at by the bidder 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 invitation to bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

TELEPHONE: _____

TRADING AND DOING BUSINESS AS (CHECK ONE)

Individual

Partnership

Corporation

(seal)

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ATTACHMENT C

NON-COLLUSION DISCLOSURE

The bidder shall disclose, to the best of his or her knowledge, any member of the Board of Directors or any employee of the Cumberland-Dauphin-Harrisburg Transit Authority, or any relative of any such directors or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

NAME

RELATIONSHIP

IF NOT APPLICABLE, STATE "NONE": _____

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

ATTACHMENT D

CERTIFICATION REGARDING LOBBYING

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

ATTACHMENT E

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department of agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicated 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 a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),

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

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

ATTACHMENT F

COMMONWEALTH OF PENNSYLVANIA

NON-DISCRINATION CLAUSE

DURING THE TERM OF THIS CONTRACT, CONTRACTOR AGREES AS FOLLOWS:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to: 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, agent's applicants for employment, and other person, 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 that all qualified applicants will receive consideration for employment without regard to race color, religious creed, ancestry, national origin, age or sex.
3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers; representative of its commitment to this 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 non-compliance with this non-discrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment, which prevents it from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligation under this non-discrimination clause, Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.
6. Contractor shall comply with all state and federal 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 be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
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 Office of Administration, Bureau of Affirmative Action, for the purposes of investigation to ascertain compliance with the provisions of this clause. 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 Bureau of Affirmative Action.
8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

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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. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of good manufactured outside Pennsylvania, the facilities at which such goods are actually produced.

FIRM NAME

DATE

BY: _____
SIGNATURE AND TITLE

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ATTACHMENT G

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

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

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

Notice is hereby given that this bid proposal and potential contract is subject to the provisions of the CAT Disadvantaged Business Enterprise Program, the provisions of 49 CFR, Part 26, as amended, and the requirements of both documents.

Notice is hereby given that these documents are available at the CAT office at 901 North Cameron Street, P.O. Box 1571, Harrisburg, Pennsylvania 17105. Any questions concerning the requirements of this program should be directed to the DBE Liaison Officer.

Notice is hereby given that the following goals have been established for this contract.

Disadvantaged Business Enterprises (DBE) _____ 3.38 _____ % of the dollar value.

Notice is hereby given that the requirements of this attachment and the CAT Disadvantaged Business Enterprise Program are legal requirements which must be properly implemented.

DATE: _____

SIGNATURE: _____

TITLE: _____

NOTE: This form is to be submitted with the bid proposal. Also, please submit the attached "Disadvantaged Business Enterprise Participation Form" for any and all DBE eligible subcontractors who will perform work on this project, and the approximate dollar amount to be paid to them. Please use the attached "Schedule A Certification and Schedule A Affidavit" for the DBE eligible subcontractors to certify to their eligibility. These forms shall also be submitted with the bid proposal.

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ATTACHMENT H

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

Name of DBE Contractor: _____

Address of Contractor: _____

Description of Work: _____

DBE Participation Dollar Value: _____

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ATTACHMENT I

CERTIFICATION

INFORMATION TO BE USED BY
THE CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY
FOR DETERMINING
ELIGIBILITY

1. NAME OF FIRM: _____

2. ADDRESS OF FIRM: _____

CITY _____ STATE _____ ZIP CODE _____

3. PHONE NUMBER OF FIRM _____

4. INDICATE WHETHER FIRM IS: SOLE PROPRIETORSHIP _____

PARTNERSHIP _____

JOINT VENTURE _____

CORPORATION _____

OTHER BUSINESS ENTITY (SPECIFY): _____

5. NATURE OF FIRM'S BUSINESS _____

6. YEARS FIRM HAS BEEN IN BUSINESS _____

7. OWNERSHIP OF FIRM: IDENTIFY THOSE WHO OWN 5 PERCENT OR MORE OF THE FIRM'S OWNERSHIP. COLUMNS E AND F NEED TO BE FILLED OUT ONLY IF THE FIRM IS LESS THAN 100 PERCENT DISADVANTAGED OWNED.

A	B	C	D	E	F
NAME	RACE	SEX	YEARS OF OWNERSHIP	OWNERSHIP PERCENTAGE	VOTING PERCENTAGE

WITH FIRMS LESS THAN 100 PERCENT DISADVANTAGED OWNED, LIST THE CONTRIBUTIONS OF MONEY, EQUIPMENT, REAL ESTATE, OR EXPERTISE OR EACH OF THE OWNERS.

8. CONTROL OF FIRM: IDENTIFY BY NAME, RACE, SEX AND TITLE IN THE FIRM THOSE INDIVIDUALS (INCLUDING OWNERS AND NON-OWNERS) WHO ARE RESPONSIBLE FOR DAY-TO-

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DAY MANAGEMENT AND POLICY DECISIONMAKING, INCLUDING, BUT NOT LIMITED TO, THOSE WITH PRIME RESPONSIBILITY FOR:

1. FINANCIAL DECISION _____
2. MANAGEMENT DECISIONS, SUCH AS:
 - A. ESTIMATING _____
 - B. MARKETING AND SALES _____
 - C. HIRING AND FIRING OF MANAGEMENT PERSONNEL

 - D. PURCHASES OF MAJOR ITEMS OR SUPPLIES
3. SUPERVISION OF FIELD OPERATIONS _____
9. FOR EACH OF THOSE LISTED IN QUESTION 8, PROVIDE A BRIEF SUMMARY OF THE PERSON'S EXPERIENCE AND NUMBER OF YEARS WITH THE FIRM, INDICATING THE PERSON'S QUALIFICATIONS FOR THE RESPONSIBILITIES GIVEN HIM OR HER.
10. DESCRIBE OR ATTACH A COPY OF ANY STOCK OPTIONS OR OTHER OWNERSHIP OPTIONS THAT ARE OUTSTANDING, AND ANY AGREEMENTS BETWEEN OWNERS OR BETWEEN OWNERS AND THIRD PARTIES WHICH RESTRICT OWNERSHIP OR CONTROL OF THE DISADVANTAGED OWNERS.
11. IDENTIFY ANY OWNER (SEE ITEM 7) OR MANAGEMENT OFFICIAL (SEE ITEM 8) OF THE NAMED FIRM WHO IS OR HAS BEEN AN EMPLOYEE OF ANOTHER FIRM THAT HAS AN OWNERSHIP INTEREST IN OR A PRESENT BUSINESS RELATIONSHIP WITH THE NAMED FIRM. PRESENT BUSINESS RELATIONSHIPS INCLUDE SHARED SPACE, EQUIPMENT, FINANCING, OR EMPLOYEES AS WELL AS BOTH FIRMS HAVING SOME OF THE SAME OWNERS.
12. WHAT ARE THE GROSS RECEIPTS OF THE FIRM FOR EACH OF THE LAST TWO YEARS?
YEAR ENDING _____ YEAR ENDING _____
\$ _____ \$ _____
13. NAME OF BONDING COMPANY, IF ANY: _____

BONDING LIMIT _____
SOURCE OF LETTERS OF CREDIT, IF ANY _____

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14. ARE YOU AUTHORIZED TO DO BUSINESS IN THE STATE AS WELL AS LOCALLY, INCLUDING ALL NECESSARY BUSINESS LICENSES?

15. INDICATE IF THIS FIRM OR OTHER FIRMS WITH ANY OF THE SAME OFFICERS HAVE PREVIOUSLY RECEIVED OR BEEN DENIED CERTIFICATION OR PARTICIPATION AS AN MBE, DBE,

WBE AND DESCRIBE THE CIRCUMSTANCES. INDICATE THE NAME OF THE CERTIFYING AUTHORITY AND THE DATE OF SUCH CERTIFICATION OR DENIAL.

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ATTACHMENT J

AFFIDAVIT

“The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of:

(Name of firm)

as well as the ownership thereof. Further, the undersigned agrees to provide through the prime contractor or, if no prime, directly to the grantee current, complete and accurate information regarding actual work performed on the project, the payment therefore and any proposed changes, if any, of the foregoing arrangements and to permit the audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract, which may be awarded, and for initiating action under Federal or State laws concerning false statements.

Note -- If, after filing this Certification and Affidavit, and before the work of this firm is completed on the contract covered by this regulation, there is any significant change in the information submitted, you must inform the grantee of the change through the prime contractor, or if no prime contractor, inform the grantee directly.

Signature _____ Date _____

Name _____ Title _____

Corporate Seal (where appropriate)

Date _____

State _____

County of _____

On this _____ day of _____, 20____, before me appeared

(name) _____

to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm):

_____ to execute the affidavit and did so as his
or her free act and deed.

(SEAL)

NOTARY PUBLIC

My commission expires _____

**SECTION VI
FEDERALLY REQUIRED CLAUSES APPLYING TO THIS PROPOSAL**

FEDERALLY REQUIRED CONTRACT CLAUSES AND PROVISIONS

1. NO OBLIGATION BY THE FEDERAL GOVERNMENT

(1) The Procuring Agency and the 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 Procuring Agency, 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.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND 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. Accordingly, by signing 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 also 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 awarded by FTA under the authority of 49 U.S.C. § 5301 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5301 et seq. on the Contractor, to the extent the Federal Government deems appropriate.

3. ACCESS TO RECORDS AND REPORTS

1. The Contractor agrees to provide the CAT, 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 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. 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.

3. 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 CAT, 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).

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

4. FEDERAL CHANGES

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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 agreement between CAT and FTA that funds any part of this Contract, 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.

5. TERMINATION PROVISIONS

a. Termination for Convenience (General Provision) CAT 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 CAT to be paid the Contractor. If the Contractor has any property in its possession belonging to CAT, the Contractor will account for the same, and dispose of it in the manner that CAT 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, CAT may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by CAT 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, CAT, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) CAT in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [*insert 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 CAT's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from CAT setting forth the nature of said breach or default, CAT 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 CAT 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 CAT elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CAT shall not limit CAT'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) CAT, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, CAT 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 Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, CAT may terminate this contract for default. CAT shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

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

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

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

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

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

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

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

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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i. Termination for Convenience or Default (Architect and Engineering) CAT may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. CAT shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

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

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

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

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

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

6. CIVIL RIGHTS REQUIREMENTS

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

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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.

7. DISADVANTAGED BUSINESS ENTERPRISE

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Capital Area Transit's overall goal for DBE participation is **3.38 %**. A separate contract goal has not been established for this procurement.

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

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

Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race neutral means throughout the period of performance.

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

A copy of 49 CFR part 26 may be obtained by contacting Capital Area Transit.

PROMPT PAYMENT, RETAINAGE, AND MONITORING

Prompt Payment: The CPTA will include the following clause in each DOT-assisted prime contract: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from CPTA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CPTA. This clause applies to both DBE and non-DBE subcontracts.

Retainage: The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractors 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 the CPTA. This clause applies to both DBE and non-DBE subcontracts.

Monitoring and Enforcement: The CPTA has established, to monitor and enforce that prompt payment and return of retainage is occurring, a monthly DBE statement to be completed by the contractor. This statement is submitted to CPTA for the purpose of recording of prompt payment and successful completion of work duties assigned to DBEs. Furthermore, depending on the size and scope of the work performed, construction management consultants may be used. The Contractor shall notify CPTA in writing of any delay or postponement of payment beyond thirty (30) days and such written notification shall set forth, with appropriate documentation, the full details of the reasons upon which the Contractor is basing its actions. CPTA shall not be obligated to make a progress payment or a final payment to a Contractor who has failed to make payments promptly to its subcontractors for work performed, and for which CPTA has made payment, without good cause. The remedies CPTA has available to enforce the DBE requirements contained in its contracts include, but are not limited to, the following:

1. Breach of contract action pursuant to the terms of the contract. The intent of proceeding will be to initiate corrective action on the part of the contractor. If the corrective action is not implemented, the contractor will be terminated in accordance with the terms of the contract.
2. Inform the Pennsylvania Department of Transportation of any false, fraudulent, or dishonest conduct regard the DBE Program. Beyond the power of CPTA within the contract terms, the Federal government has available the following mechanisms that apply to firms participating in the DBE program:
 - a) Suspension or debarment proceedings pursuant to 49 CFR Part 26.
 - b) Enforcement action pursuant to 49 CFR Part 31.

In connection with the performance of the contract for this project, the contractor shall make a good faith effort to cooperate with Capital Area Transit in meeting its commitments and goals with regard to the maximum utilization of disadvantaged businesses and will use such efforts to ensure that disadvantaged businesses shall have the maximum practicable opportunity to participate.

Disadvantaged Business Enterprises are encouraged to submit proposals.

8. INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, 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 of CAT's requests which would cause CAT to be in violation of the FTA terms and conditions.

9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by Capital Area Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Capital Area Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

11. BREACHES AND DISPUTES RESOLUTION

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 CAT's General Manager. 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 General Manager. 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 General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his 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 the CAT 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 the State 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 the CAT, (Architect) or Contractor 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.

12. LOBBYING

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

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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.

2. 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.

3. 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 CAT, 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).

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

13. 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 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.

14. CLEAN WATER

(1) The Contractor 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 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.

15. CARGO PREFERENCE

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

16. FLY AMERICA REQUIREMENTS

The Contractor 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 Contractor 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 Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

17. ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to recognize and abide by the mandatory standards and policies relating to energy efficiency that are contained in the Pennsylvania State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L.94-163).

18. RECYCLED PRODUCTS

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 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.

19. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794; 49 USC §5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.