



Community Action Partnership of Cambria County is soliciting price proposals from qualified offerors to provide legal services as CAPCC’s Solicitor and welcomes you or your business to submit a proposal for the same. If interested, please review the attached information and proposal submittal procedures required by CAPCC for consideration of you or your business.

**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**LEGAL SERVICES: SOLICITOR**

Issued by:  
Community Action Partnership of Cambria County  
516 Main Street  
Johnstown, PA 15901  
Attn: Jeff Vaughn  
Telephone: 814-536-9031  
Fax: 814-539-5813  
E-mail: [jvaughn@capcc.us](mailto:jvaughn@capcc.us)

Friday, February 22, 2019	Request for Proposal (RFP) Released
Friday, March 1, 2019	Written questions from proposers due by 3:00 p.m. prevailing time
Wednesday, March 8, 2019	Written responses to questions issued by CAPCC
Wednesday, March 18, 2019	Proposals due by 3 p.m. prevailing time
Monday, March 20, 2019	Evaluation Committee meets/potential interviews
Wednesday, March 27, 2019	Anticipated contract award by Board of Directors
Friday, March 29, 2019	Notice to Proceed with effective start date of April 1, 2019

## SECTION 1— INSTRUCTIONS TO PROPOSERS

### 1-1 Introduction

Community Action Partnership of Cambria County is seeking proposals from qualified offerors to provide legal services as CAPCC's Solicitor. CAPCC is a private, non-profit agency that serves clients in Cambria County. The main office is located at 516 Main Street, Johnstown, PA 15901.

### 1-2 Project Description

- This solicitation is for the position of Solicitor as stated within this RFP.
- The successful proposer(s) will perform in this capacity for a three (3) year time period from 2019-2021 and may be reappointed for up to two (2) additional one-year options after that time.
- CAPCC is governed by a 21 member tri-partite Board of Directors. Members are appointed by the Board's nominating committee.
- CAPCC employs 167 employees in a variety of program and positions.
- CAPCC is funded through a variety of programs at the Federal, State and local level. The Attorney/Firm should be sufficiently familiar with all of them to some degree.
- On an annual basis, an independent Certified Public Accounting (CPA) Firm audits the financial records of CAPCC. During these audits the CPA firm may, from time to time, request opinions from the Solicitor. The Attorney/Firm should be familiar with accounting practices to be capable of forming these opinions.

### 1-3 Proposal Submission

The Proposer will submit one (1) original proposal with the originals of all the required paperwork along with four (4) hard copies of the proposal and the required paperwork. Oversize pages used for drawings or similar purposes are permitted. Each proposal, complete with the appropriate paperwork, will be bound together with the required RFP Cover Page and Proposer Checklist (Attachment A) on top. The sealed package/envelope containing the proposal must be clearly marked with the words **Legal Services**. Proposers should complete the Price Proposal form (Attachment B). CAPCC solicits and encourages Disadvantaged Business Enterprises (DBE) participation. DBE's shall be afforded full consideration of their response and will not be subject to discrimination. Proposers will be required to comply with all applicable non-discrimination, integrity and lobbying laws and regulations and to certify they are not on the Comptroller General's list of ineligible contractors.

IF PROPOSALS ARE MAILED, HAND DELIVERED OR SENT BY COURIER, DELIVER TO: CAPCC, 516 Main Street, Johnstown, PA 15901. All RFP's must be submitted in a sealed envelope with the RFP title, date and time of proposal submission deadline, as reflected above, clearly marked on the face of the proposal package.

**1-4 Postponement or Cancellation of Request for Proposals**

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

**1-5 Proposal Signature**

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

**1-6 Addenda**

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

**1-7 Procurement Schedule**

The key dates are listed on the front page of this RFP. CAPCC is committed to adhering to this schedule, but reserves the right to make modifications as it deems necessary at its sole discretion.

**1-8 Questions and Clarifications**

Any questions or requests for clarification on any aspect of this RFP may be directed to:

Community Action Partnership of Cambria County  
Attn: Jeff Vaughn  
516 Main Street  
Johnstown, PA 15901  
Email: [jvaughn@capcc.us](mailto:jvaughn@capcc.us)

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

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

**1-9 Interpretation of RFP and Contract Documents**

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP,

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

#### **1-10 Examination of RFP and Contract Documents**

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

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

#### **1-11 Cost of Proposals**

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

#### **1-12 Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals**

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

#### **1-13 Errors and Administrative Corrections**

CAPCC will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or Best and Final

Offers (BAFO). CAPCC reserves the right to request an extension of the proposal period from a Proposer or Proposers.

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

#### **1-14 Compliance with RFP Terms and Attachments**

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

#### **1-15 Letter of Intent**

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

#### **1-16 Proposal Requirements**

The proposal should be a comprehensive, accurate and effective presentation. Each Attorney/Firm should submit one (1) original and four (4) hard copies of its proposal. The proposal should be bound along the left long side, without unnecessary frills, fancy bindings or other decorative or extraneous materials. The font size for all material prepared in response to this RFP shall not be less than 10 pt. The proposal should be contained on 8-1/2" x 11" paper with numbered section/fold-outs (tabs) from this as may be required. The proposal shall be organized in the following fashion using tabbed, numbered separators for each section:

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

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

#### **1-17 Collusion**

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

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

#### **1-18 Pricing**

Pricing information shall be provided on the Price Proposal Form (Attachment B). *Please note that CAPCC cannot exercise a retainer agreement for any legal services due to funding source restrictions and the Uniform Administrative Requirements as well.*

#### **1-19 Rejection of Proposals**

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

#### **1-20 Protest Procedures**

Any protest or objection to the terms and condition will be submitted for resolution to CAPCC's Executive Director (Reference page 30 for additional information). Each protest must be made in writing and supported by sufficient information to enable the protest to be considered. A protest or objection will not be considered by CAPCC if it is insufficiently supported or if it is not received within the specified time limits.

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

Protests arising after the opening of proposals based upon grounds that were known or should have been known will be submitted to CAPCC's Executive Director within five (5) business days after notification of award. All protests will be considered by the Protest Review Board. The decision of the Protest Review Board is final. The Protest Review Board will consist of the Executive Director, Chief Fiscal Officer and the Board President for CAPCC. No further appeals will be considered by CAPCC.

A. Review Process

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

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

**1-21 Proposal Alternatives**

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

**SECTION 2 – PROPOSAL EVALUATION & AGREEMENT**

**2-1 General**

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

**2-2 Eligibility**

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

**2-3 Evaluation of Proposals**

The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added

and each Proposer will be ranked in numerical sequence, from the highest to the lowest score. CAPCC may then select the proposal that is considered to be the most advantageous to CAPCC.

## **2-4 Scoring and Evaluation Criteria**

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

- Qualifications of the Attorney proposed to serve as Solicitor- 30%
- Experience of the firm in the following areas - (70%):
- Non-Profit Personnel Issues - 10%
- General Contract Law - 10%
- Experience of the firm and quality of references for low income clients - 15%
- Cost proposal - 10%
- Labor Relations and Personnel Law - 10%
- Contract Negotiation and Arbitration; Public Employee Labor Law; Federal Grant Requirements; State and Federal Procurement Regulations; Disadvantaged Business Requirements and the Office of Management and Budget Circular A-102 - 15%

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

## **2-5 Competitive Range**

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

## **2-6 Negotiations**

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

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

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

## **2-7 Agreement**

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

## **2-8 Execution of Agreement**

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

## **2-9 Public Disclosure of Proposals**

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

## **2-10 Conflicts of Interest and Non-Competitive Practices**

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

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

## 2-11 Standard RFP Requirements

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

- Request for proposals received and thoroughly read.
- Questions concerning the solicitation documents and project in general submitted to CAPCC by 3:00 p.m. on Friday, March 1, 2019.
- Proposal prepared including the following elements:
  - Description of the proposer's understanding of the RFP.
  - Experience statement including a description of at least three similar clients with reference contact information.
  - Description of personnel to be assigned to the project.
  - Description of subcontractors (if any) to be assigned to the project.

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

## SECTION 3 SCOPE OF WORK

### 3.0 Scope of Work

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

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

**ATTACHMENTS**

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

- Attachment A: Proposer Checklist
- Attachment B: Price Proposal Form
- Attachment C: Addendum Page
- Attachment D: Affidavit of Non-Collusion
- Attachment G: Debarment Certification
- Attachment I: Contractor Integrity
- Attachment J: Federal Lobbying Certification
- Attachment K: Proposers Requests, Questions and Clarifications Form

\_\_\_\_\_  
Signature of the Authorized Person

\_\_\_\_\_  
Title and Date

**NOTE:** Failure to complete this form and submit it with your bid will render the bid non-responsive

**ATTACHMENT A: PROPOSER CHECKLIST**

(To verify that all necessary documents are included)

	Proposer Check Off	CAPCC Check Off
Cover Letter	_____	_____
RFP Cover Page	_____	_____
Receipt (page 15)	_____	_____
Attachment A: Proposer Checklist	_____	_____
Attachment B: Price Proposal Form	_____	_____
Attachment C: Addendum Page	_____	_____
Attachment D: Affidavit of Non-Collusion	_____	_____
Attachment G: Debarment Certification	_____	_____
Attachment I: Contractor Integrity	_____	_____
Attachment J: Federal Lobbying Certification	_____	_____
Attachment K: Proposers Request, Questions	_____	_____

**ATTACHMENT B: PRICE PROPOSAL FORM**

Complete the following information:

**SOLICITOR**

**Pricing Form**

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

	<b>Hourly Rate</b>		<b>Hourly Rate</b>		<b>Hourly Rate</b>
<b>Year 1:</b>	\$ _____	<b>Year 2:</b>	\$ _____	<b>Year 3:</b>	\$ _____

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

DATED: \_\_\_\_\_  
\_\_\_\_\_ Company Name

BY: \_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address (Street, City, State, Zip)

\_\_\_\_\_  
Telephone (Area Code and Phone Number) Email

This fully executed Price Proposal Form with additional attachments will constitute an Agreement between the proposer and CAPCC.

**ATTACHMENT C: ADDENDUM PAGE**

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

(Give number and date of each)

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**ATTACHMENT D: AFFIDAVIT OF NON-COLLUSION**

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

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

Signed: \_\_\_\_\_

Company Name: \_\_\_\_\_

Subscribed and sworn before me

This \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Proposer's E. I. Number: \_\_\_\_\_  
(Employer's Quarterly Federal Tax Return No.)

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

**ATTACHMENT G: DEBARMENT CERTIFICATION**

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

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

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

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

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

## **ATTACHEMENT I: CONTRACTOR INTEGRITY**

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

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

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

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

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

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

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**ATTACHMENT J: FEDERAL LOBBYING CERTIFICATION**

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

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

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

By: \_\_\_\_\_  
(Signature of Company Official)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Official's Title)

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

**Legal Services-Solicitor**

**All requests, questions and clarifications must be submitted in writing and received on or before 3 p.m., Friday, March 1, 2019. Proposers shall use the following form:**

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

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

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

Phone #: \_\_\_\_\_ FAX #: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

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

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

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

**Submit this completed form by 3 p.m., Friday, March 1, 2019 to:  
fax (814) 536-8749 or [jvaughn@capcc.us](mailto:jvaughn@capcc.us)**

## TERMS & CONDITIONS

### CIVIL RIGHTS

#### **The following requirements apply to the underlying contract:**

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

## **CAPCC PROTEST PROCEDURES**

A. For purposes of these procedures the term “bids” includes proposals in response to an RFP and responses to an Invitation for Bid (IFB), and the term “bidders” includes Proposers.

CAPCC protest procedures are referenced in the bid documents in order that interested parties will know their rights under these protest procedures.

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

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

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

- D. Protests before Proposal/Bid Opening or Due Date:  
Bid protests alleging restrictive specifications or improprieties, which are apparent prior to bid or proposal opening, must be submitted in writing to CAPCC and must be received at least five (5) working days prior to bid/proposal opening.
- E. Protests after Opening of Proposal Solicitation and Prior to Award:  
Protests against the making of an award may be made after bid opening and prior to award. Such protests must be submitted in writing to CAPCC and must be received by CAPCC within five (5) working days of the bid opening. If CAPCC decides to withhold the award pending resolution of the protest, CAPCC will notify all bidders whose bids or proposals might become eligible for award, and offer them the option to extend or withdraw the bid or proposal beyond the 120-day validity period. Awards will not be made until at least five (5) working days after resolution of the protest.
- F. Protests after Award:  
Protests received after announcement of an award or after a contract has been executed will only be considered if CAPCC determines that the matter is in the public interest or the protest presents clear and convincing evidence of fraud, misrepresentation, other illegality or gross impropriety in the selection of a bid/proposal. If a protest is under consideration, CAPCC shall evaluate the bid/proposal at issue a second time in its entirety and use the same evaluation criteria and rating factors applied in the initial review of the bid/proposal. The bid/proposal will be evaluated by a panel designated by CAPCC.

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

G. Protest Filing Steps

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

CAPCC, Executive Director  
516 Main Street  
Johnstown, PA 15901

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

2. Appeal of Decision to the Board of Directors

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

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

Upon receipt of a written protest containing the above outlined data, the Board of Directors shall consider the issue being protested and the Secretary of the Board of Directors will respond to the Protestor, in writing, via registered mail, giving their decision on the protested issue and outlining the basis for such decision within thirty (30) working days from the date of receipt of the written protest.

**THE DECISION OF THE BOARD OF DIRECTORS OF CAPCC SHALL BE  
CONSIDERED FINAL**

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

**PENNSYLVANIA OPEN RECORD CLAUSE**

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

**NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

## **FEDERAL CHANGES**

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

## **ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

1. 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.
2. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the 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).

## **GENERAL AND FEDERAL THIRD PARTY CONTRACT PROVISIONS**

### General Clauses

**Definitions:** For the purposes of this Request for Proposals, the terms "Authority and CAPCC" are used interchangeably.

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

**Financial Assistance Grant:** The products and services described in this Request for Proposals are to be purchased with the assistance of Federal, State and local grant funding.

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

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

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

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

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

**Term of Payment:** The Contractor shall submit an invoice for all contracted goods and services on a monthly basis. Payment by CAPCC will be made within thirty (30) days of receipt of an approved invoice.

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

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

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

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

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

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

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

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

Changes:

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

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

Bid Due Date: Sealed proposals must be delivered to CAPCC, 516 Main Street, Johnstown, PA 15901 by the Time and Date specified elsewhere in this document. Bids received after this date and time shall be considered unresponsive and will not be considered.

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

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

three (3) years thereafter.

**Indemnification** :The proposer agrees to indemnify, defend and hold CAPCC harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of CAPCC and the proposer), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorneys' fees incurred by CAPCC, whether these claims or lawsuits are based upon breach of warranty, strict liability in tort, any failure by the proposer to comply with laws pertaining to the contract documents, the use of patent appliances, products or processes or any breach by the proposer of any of its other duties, representations, covenants or other agreements in the Contract Documents. The proposer will defend all suits brought upon all such claims and lawsuits and shall pay all costs and expenses incidental thereto, but CAPCC shall have the right, at its option, to participate at its own expense in the defense of any suit, without relieving the proposer of any of its obligations hereunder.

### **TERM CONTRACT AND PRICES**

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

### **APPROPRIATION OF FUNDS**

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

### **TERM CONTRACT**

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

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

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

### **CONTRACT RENEWAL**

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

### **PROPOSAL**

In conformity with and acceptance of the specifications and the contract documents, including all the clauses attached to this Request for Proposal, the undersigned submits their Proposal and guarantees the validity of the same for a period of ninety (90) days after date hereof. It is understood that this Proposal and all attached clauses, specifications and documents, constitutes a legal and binding contract when

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

### **RESOLUTION OF DISPUTES, BREACHES AND DISPUTES**

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

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

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

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

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

### **LOBBYING**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

## **RIGHTS IN DATA**

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

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

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

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

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

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

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

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

Federal Government under any patent.

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

## **DEFINITION OF WORDS AND TERMS**

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

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

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

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

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

**Day**: Calendar Day.

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

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

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

**Provide**: Furnish without additional charge.

**Purchaser**: Refers to the Community Action Partnership of Cambria County.

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

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