



## GreenSky Development Group

### Solar PPA Request for Proposal

*Issued by The State College Area School District on Behalf  
of the Buyer Group*

- *State College Area School District*
- *Centre Area Transportation Authority (CATA)*
- *Centre County Government*
- *Centre County Housing Authority*
- *Centre Region Council of Governments (COG)*
- *College Township*
- *College Township Water Authority*
- *Ferguson Township*
- *Halfmoon Township*
- *Harris Township*
- *Patton Township*
- *State College Borough*
- *Centre Hall Potter Sewer Authority*
- *State College Borough Water Authority*
- *Centre County Refuse and Recycling Authority*

Issued: September 13, 2022



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## GreenSky Development Group

### 1. INTRODUCTION

GreenSky Development Group (“GreenSky”), acting as the procurement advisor to the State College Area School District (“SCASD”) and the larger buyer group (“Centre County Solar Group” or “CCSG”) for the purchase of solar generation from a solar project located in PJM preferably, but not required, in Pennsylvania, Centre County or the broader APS load zone. This Request for Proposal (“RFP”) is being conducted in accordance with the required practices and guidelines contained in the procurement policies of the participating entities.

All fifteen (15) entities are public institutions including one (1) public school district, seven (7) local governments, four (4) utility authorities, one (1) transportation authorities, one (1) Council of Governments and one (1) public housing authority.

- State College Area School District (SCASD)
- Centre Area Transportation Authority (CATA)
- Centre County Government
- Centre County Housing Authority
- Centre Region Council of Governments (COG)
- College Township
- College Township Water Authority
- Ferguson Township
- Halfmoon Township
- Harris Township
- Patton Township
- State College Borough
- Centre Hall Potter Sewer Authority
- State College Borough Water Authority
- Centre Count Refuse and Recycling Authority

All entities are served by First Energy – West Penn Power located in the APS load zone in PJM. There are approximately **384 accounts** across the fifteen participating entities (see **Appendix A** for account details.) Further details can be provided up request during the Question-and-Answer process.

The procurement timeline for this solicitation is expected to be as follows:

Milestone	Date
Release RFP	Sep 13, 2022
Deadline to Submit Questions	Sep 28, 2022
Answers Provided	Oct 7, 2022
RFP Responses Due	Oct 19, 2022
Evaluation and Ranking of Responses Complete	Nov 4, 2022
Selection of 3 Short-List Respondents	Nov 9, 2022
Interview of Short-List Parties	Nov 21 - 23, 2022
Award of Contracts	Jan 31, 2023



## 2. BACKGROUND AND GOALS

Due to the exponential growth in the Pennsylvania solar market over the last few years, the declining price of renewable energy, and successful procurement of solar generation by Penn State University, SEPTA (Southeastern Pennsylvania Transportation Authority), the City of Philadelphia and the Pennsylvania state government, the CCSG entities are interested in identifying a long-term competitive source of electricity that meets the evolving sustainability and climate action needs of each entity.

The Centre Region Finance Directors initiated a process in late 2018 to determine if there was sufficient interest among the regional governmental entities for such a pursuit. The CCSG was formed in spring 2019 through a process jointly facilitated by the COG Public Services and Environmental and Finance Committees and eventually the COG General Forum. Representatives were then appointed to the CCSG lead team. The CCSG began meeting monthly in June 2019 and has defined its membership and governance structure. September 2020 through February 2021 the Group participated in a Large-Scale Renewables Aggregation Cohort through the American Cities Climate Challenge (ACCC) Renewables Accelerator. CCSG then hired a renewables consultant with experience in the identification, valuation, structuring and negotiation of a solar PPA to assist with the procurement process.

The CCSG represents a consortium of municipal, authority, school district, and county governments who are pooling their electricity to find a grid-tied utility scale solar project that can meet current and future electricity demands at competitive pricing compared to the long-term PJM market

Each entity intends to engage a qualified firm or firms to provide the solar services and retail services defined in Solar and Retail Services Overview and Response Requirements section of this RFP. The CCSG reserves the right to make all decisions regarding this Request for Proposal including, without limitation, the right to decide whether a proposal does or does not substantially comply with the requirements of this Request for Proposal, to accept, reject, or negotiate modifications in any terms of respondent's proposals, or to reject any or all proposals received.

Proposals and any questions should be delivered via email to the contacts listed below on or before the deadlines listed above.

**CCSG Lead Contact Person:**

Randy Brown, Finance and Operations Officer  
State College Area School District  
240 Villa Crest Drive  
State College PA 16801  
Phone: (814) 231-1021  
Email: [rlb21@scasd.org](mailto:rlb21@scasd.org)

**GreenSky Lead Contact Person:**

Gregg Shively, Principal  
Phone: (703) 608-5571  
Email: [gshively@greensky-dg.com](mailto:gshively@greensky-dg.com)

Procurement documents are available to view and download on the SCASD website: [www.scasd.org](http://www.scasd.org) [Our District | Bidding Opportunities]. Interested firms should register via email by providing company information to the contacts listed above as a prerequisite to receiving addenda and other correspondence. All proposals must remain in effect for one hundred and twenty (120) calendar days from the proposal opening. All applicable local, federal and state regulations and requirements, including, but not limited to, third-party contracting provisions, apply to this solicitation. The RFP is explained and presented in the following sections:

**Section 3:** Solar and Retail Services Overview and Response Requirements

**Section 4:** Response Submittal Instructions and Requirements



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**Section 5:** Evaluation Criteria

**Appendix A:** A list of accounts included in this RFP and the historical usage by account and entity

**Appendix B:** A Sample PPA provided for responder's review and response listing any exceptions or modifications that will be requested during PPA negotiations

**Appendix C:** SCASD Standard RFP requirements for responder's review

**Appendix D:** SCASD Statement of Diversity and Inclusion for responder's review

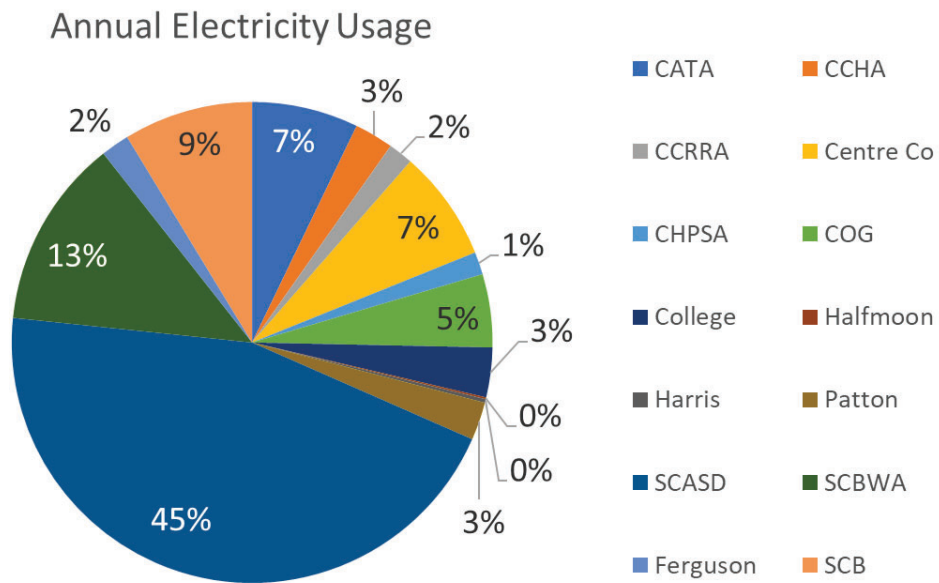
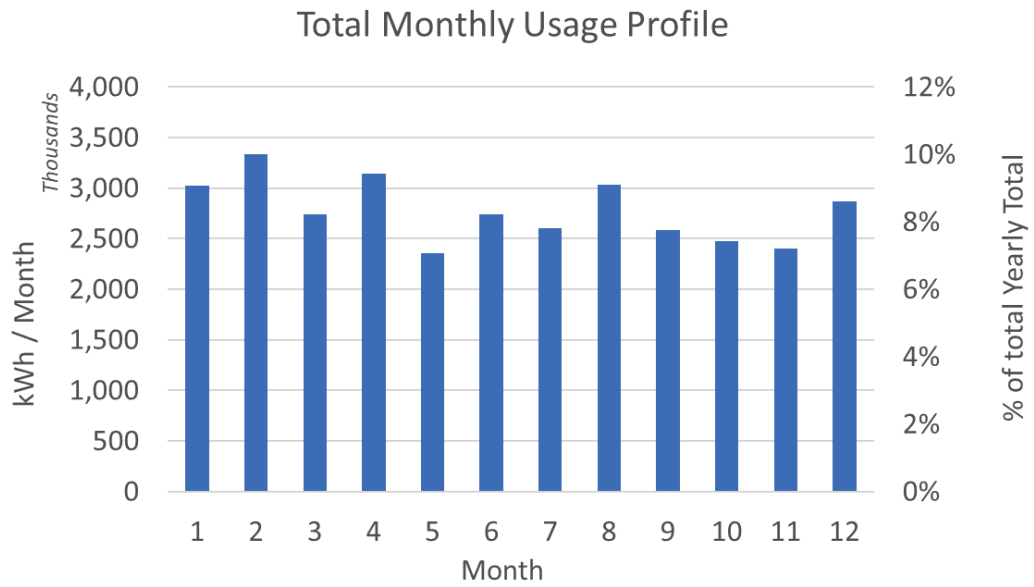
**Appendix E:** Documents for responder's review and signature related to Federal Procurement Requirements largely related to contracting with CATA individually

**Appendix F:** Documents for responder's review related to protest procedures for contracting with CATA individually

The CCSG is an ad hoc group comprised of representatives from local and county governments and authorities. The CCSG entities combined serve a population of approximately 95,000 people according to the 2018 American Community Survey 5-year estimates. This includes the transient population of Penn State University Park students. The combined electricity usage in 2018 was approximately 32 million kilowatt hours and is broken out by entity in *Figure 1* with additional details by account provided in **Appendix A**.

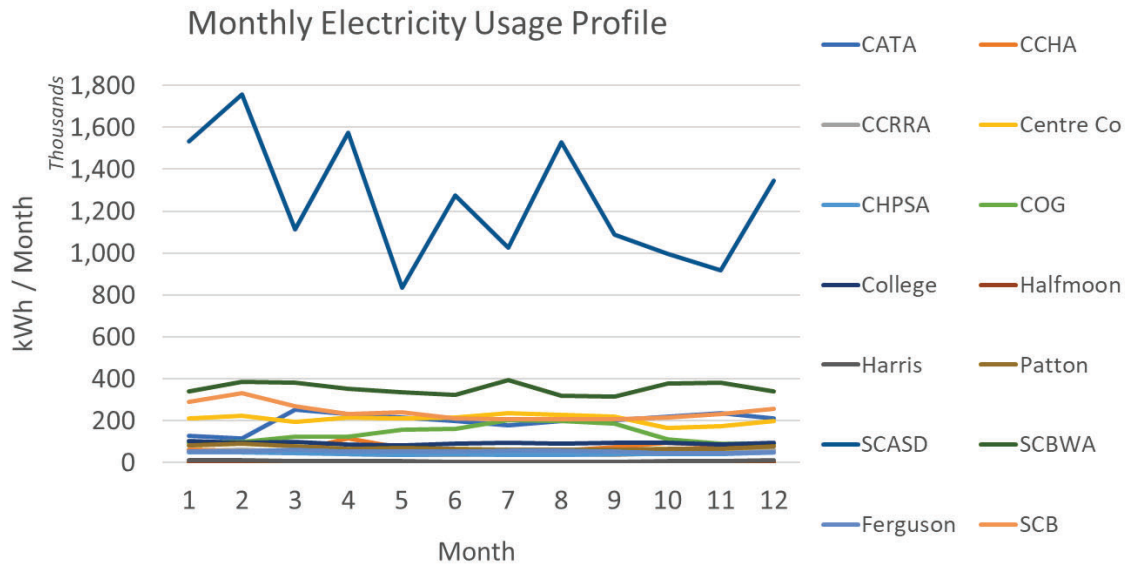


Figure 1: CCSG Historical Electricity Use





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### 3. SOLAR AND RETAIL SERVICES OVERVIEW AND RESPONSE REQUIREMENTS

The CCSG is seeking to purchase solar generation direct from a project using a PPA that best meets the criteria provided in the section of the RFP titled “Evaluation Criteria.” Additionally, the CCSG is seeking a retail supplier that will integrate the solar generation with traditional grid electric as needed to meet the on-going total usage requirements for each participating entity.

The retail supplier will be expected to contract with each participating entity separately at the terms finalized through this RFP and invoice for all solar and non-solar electricity on a single bill (separate from the utility bill.) The Project owner of the selected solar generator (if not already owned by or contracted with the retail supplier) will be expected to execute a PPA directly with the retail supplier under the terms agreed to by the CCSG resulting from this RFP.

The CCSG aggregate usage is approximately 32,000 MWh per year. This RFP seeks to procure solar generation (the “*Solar Services*”) from a solar project owner (the “*Owner*”) under the terms of a Power Purchase Agreement (“*PPA*”) as follows:

- The CCSG will purchase between 50% - 100% of its aggregate usage from a solar generating project located within the PJM territory in or around the Commonwealth of Pennsylvania.
- The PPA term will be 5, 15 or 25 years depending on the offers received and subject to the Evaluation Criteria.
- The Project generated Renewable Energy Credits (“*RECS*”) will be retained by the Owner.
- The price structure requested in the PPA is a fixed price for the term of the PPA with a **1.5% annual escalator**.
- The Owner’s PPA quote shall include (1) a quote for a point of delivery at the project node **AND** (2) a quote for a point of delivery at the APS load zone. Quotes for only one point of delivery will be accepted; however, an APS quote is preferred to minimize the congestion risk transferring the solar generation to the load zone.
- The Owner must affirm that it is willing to bill the retail supplier selected by the CCSG in this RFP, and that it will execute a PPA with either the retail supplier or each individual CCSG entity depending on the preferred method determined between the CCSG and the retail supplier.

This RFP also seeks to procure non-solar electricity, PJM load obligations, and voluntary Green-e RECs (together the “*Retail Services*”) from a PA licensed electric generation supplier (the “*Supplier*”). The term of the Retail Services Agreement will be five (5) years. The Retail Services required are as follows:

- Schedule the generation at the project node and transfer the solar generation to the appropriate PJM node for West Penn delivery to the accounts in **Appendix A**
- Contracting directly with the project Owner under the terms of a PPA negotiated by the CCSG, or simply paying the PPA monthly cost to the project Owner on behalf of the CCSG entities and passing such cost through to each CCSG entity at cost.
- Supplement solar generation with non-solar electricity sourced from the PJM grid and billed at cost for an amount each month necessary to meet each account’s monthly electric usage in total.
  - Supplier should state clearly in its response if it will provide fixed pricing for non-solar volumes at the request of any individual CCSG entity for a term not to exceed the term of the Retail Services Agreement.
- Administer and pass through at cost the monthly PJM load obligations for all delivered electricity for each account.
- Administer and provide at cost any RECs required by any entity in any year.





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The Supplier quote requested in this RFP is a margin adder that includes all cost of service and excludes the pass-through costs for (1) PJM charges (including energy and non-energy charges), (2) the PPA, and (3) RECs.

If the Supplier believes certain retail services not listed above are required, please list such additional services in the response and affirm such additional Retail Services are included in the Supplier quote.

An additional risk mitigation adder is also requested from suppliers willing to accept the following cost uncertainties (the “*Risk Mitigation Services*”):

- The risk or benefit of the difference between the PPA price and the sum of the hourly generation settled with (or sold to) the PJM.
- The risk or benefit of the difference between a fixed price for non-solar energy (if executed) and the liquidation value of any fixed price volumes that are not used in any month due to (1) higher-than-expected generation provided by the solar PPA and/or (2) lower than expected usage.

*The CCSG will consider quotes from Suppliers that include a PPA for Solar Services. It is not a requirement for Suppliers to bid on the Solar Services. However, Suppliers intending to quote both the Solar Services and Retail Services shall provide separate quotes for each service.*

Should the Supplier execute the PPA directly with the Owner, each CCSG entity will in turn execute a full term PPA with the Supplier under the same terms. The CCSG recognizes that the PPA term for Solar Services extends beyond the initial term for Retail Services. Should CCSG decide at the expiration of the initial Retail Services term to terminate the Retail Services, the CCSG acknowledges that the obligations under the PPA shall survive to full term and Supplier acknowledges that, in the absence of a Retail Services Agreement, it will bill each CCSG entity (or its replacement Supplier) the monthly PPA costs.

### *Solar Services Response Requirements*

Solar project developers, owners or those otherwise in control of a solar project’s generation (i.e., a Supplier) shall provide a \$/MWh quote with a first-year price and a 1.5% escalator for electricity generated and sold to the CCSG. Multiple quotes can be provided as follows:

- Separate quotes for different term lengths, for example a 5-year, 15-year and 25-year quote
- Separate quotes for a lower and higher volume, for example a quote covering 50% and 100% of the annual usage requirement
- Separate quotes for a delivery point at the Project node and the APS load zone

In addition to the quote, the following information should be provided for the Solar Services being proposed:

- Term Length
  - Designate the term length to which the quote applies
- Project Location
  - Provide the state, county and GPS coordinates where the project is located
- Expected Commercial Operation Date (“COD”)
  - Provide an approximate timeframe for when the project will be placed into service.



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- Interconnection Status
  - Provide the project's expected point of interconnection and state the name of the interconnecting entity (e.g., PJM, local utility, both)
  - State the status of interconnection and the expected schedule to finalize an interconnection agreement
  - Provide a 3-year (ending April 30, 2022) historical hourly LMP for the project location using the most relevant existing PJM node
- Permitting Status
  - List all permits required by state and local authorities, the purpose of the permit, the permit status and the expected approval date
  - List the permitting authority for each permit required
- Land Status
  - Provide the number of acres under control and the type of control (e.g., lease option, lease, purchase agreement, etc.)
  - Describe the type of land being used (e.g., agricultural, reclaimed mining, brownfield industrial, etc.)
- Equipment Status
  - Describe the major equipment (modules, racking and inverters) envisioned for the project and provide its status as procured pending delivery, in inventory, or not yet procured
  - If not procured, describe the process by which equipment is procured and list equipment providers typically used by owner
  - Describe any concerns related to international trade issues, forced labor laws, and supply chain delays and whether such concerns amount to a material risk related to this proposal
- Safe Harbor Status
  - Describe the ITC percentage Owner expects to apply to the project and if there is any safe harbor status being included in the PPA price quote. Please state if Owner believes the enacted Inflation Reduction Act would eliminate the need for safe harboring.
- Financing Status
  - Describe the project's current financing status as financing complete, financing with conditions precedent (please list conditions), or not yet financed.
  - Provide the name of the financing party, assuming such party will ultimately be the project owner and PPA counterparty.
- Status of Environmental and Other Impact Studies
  - Describe the studies required for permitting and project feasibility including environmental studies, cultural resource studies, endangered species studies, water management plans, etc.
- Environmental Impact
  - Please consult the map of Resilient and Connected Landscapes provided by the Nature Conservancy found at the following link: [Resilient Land Mapping Tool \(tnc.org\)](https://www.nature.org/en-us/about-us/our-impact/resilient-land-mapping-tool). Confirm the project site is **NOT** in an area designated as "Slightly Less Resilient" or lower. If the project site is in a less resilient area, please state the rating that you believe applies.
  - State the practices and plans used to construct and maintain the solar project and host land:
    - Practices used to minimize soil compaction and topsoil preservation during construction
    - Plan to regenerate or improve soil health during the term of the PPA
    - Plan to establish and maintain a healthy ecosystem on the project site (e.g., Apiary, grazing, native plantings, etc.)
  - State the amount of acreage that requires tree clearing on the project site

The following additional information regarding Owner qualifications must also be provided:



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- Experience and Qualifications
  - Provide the number of solar projects and total capacity successfully developed in the PJM and in Pennsylvania over the past five (5) years
  - Provide the number of solar projects and total capacity currently under direct or partial ownership in PJM and in Pennsylvania
  - Provide the number of solar projects and total capacity currently under development in PJM and in Pennsylvania
  - Provide a list of retail suppliers that your company currently works with or has worked with in the past three (3) years.
- Financial Standing
  - Provide your company's current credit rating and ownership structure if owned by or affiliated with other entities. Confidential top-level financials are acceptable if a credit rating has not been established.
- Contract Exceptions
  - Provide a list of major contract exceptions (if any) to the standard PPA provided in **Appendix B**.

### *Retail Services Response Requirements*

Suppliers shall provide a quote for Retail Services representing the adder that will be applied to each MWh sold to the CCSG entities. As stated above, all costs incurred for generation (both PPA and PJM generation), PJM load obligations, and RECs shall be passed through at cost. The quote shall be the same for each entity and multiple quotes can be provided as follows:

- Separate quotes for the Retail Services and the Risk Mitigation Services

In addition to the quote, the following information should be provided for the Retail Services being proposed:

- Term Length
  - All quotes should be provided for a 5-year term length
- Services Included
  - Confirm that all services requested in this RFP are included in the quote.
  - Provide a clear list of any services that are not included.
  - State any additional services that are recommended and if the cost of such services is included in the quote.
  - State clearly if the quote applies to the Retail Services, the Risk Mitigation Services or both.
- Fixed Pricing
  - State whether Supplier will allow CCSG to fix the price of non-solar electricity and the process and limitations applied to such actions
  - Describe any additional costs/credits CCSG entities may incur related to a fixed price for non-solar electricity.
  - State whether Supplier will take responsibility for all costs/credits associated with fixed pricing.
- Scheduling Process
  - Describe the process used to schedule and settle the solar generation with PJM and how any costs or credits are accounted for and passed through to the CCSG entities.
- Balancing Process
  - Describe the process used to balance usage requirements with solar generation and grid electricity and how any costs or credits are accounted for and passed through to the CCSG entities.



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- PPA Execution
  - Describe how the PPA obligations are managed with the Owner and if there is a preference (or requirement) to contract directly with the Owner instead of each CCSG entity executing its own PPA directly with the Owner.
  - If contracting directly with the Owner, will the terms negotiated by the CCSG be accepted by the Supplier, or does the Supplier require that the PPA terms be negotiated on its own behalf while honoring the terms of the Owner's response to this RFP.
- Renewable Energy Credits
  - Describe the process required from the CCSG to request RECs annually and the way in which the costs will be passed to each requesting entity.
  - Describe the type of RECs that will be provided and the current cost of such RECs on a \$/MWh basis.
- Account Exceptions
  - List any accounts Supplier cannot or does not intend to serve and provide a reason for such exception.

The following additional information regarding Supplier qualifications must also be provided:

- Experience and Qualifications
  - Provide the number of customers under contract for similar services in the PJM and in Pennsylvania
  - Provide the amount of MWhs currently under contract for similar services
  - Provide the number of RECs (in MWh) sold each year for the past three (3) years.
  - Provide a list of major solar developers that your company has worked with in the past three (3) years
- Financial Standing
  - Provide your company's current credit rating and ownership structure if owned by or affiliated with other entities.



## 4. RESPONSE SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

### 4.1 RFP Submittal

**A. Schedule of Events:** The Group anticipates that the schedule of events in connection with this RFP will be approximately as set forth in the Introduction section of this RFP. However, SCASD reserves the right, in its sole discretion and at any time prior to entering into an agreement, to alter its anticipated schedule as related to this RFP or any project.

**B. Number of Copies:** Each Firm must submit one (1) original, one (1) copy and one (1) digital copy of the proposal. As defined in Section 5J, they must also submit in a separate, sealed envelope, one (1) original, one (1) copy and one (1) digital copy of a price proposal for the work specified. All signatures in the proposal must be of an individual authorized to represent and legally bind the firm to the terms and conditions included therein. Proposal must be submitted to:

Randy Brown, Finance and Operations Officer  
State College Area School District  
240 Villa Crest Drive  
State College PA 16801  
Phone: (814) 231-1021  
Email: rlb21@scasd.org

The Proposal should be submitted in a sealed and labeled envelope and clearly marked "SCASD – RFP – Solar PPA and Retail Services". A digital copy must also be emailed to the contact person listed above. The e-mail subject line of the Response should be specified as "SCASD – RFP – Solar PPA and Retail Services."

**C. Method of Delivery:** A sealed and labeled envelope of each Firm's Proposal will be accepted until 3:00 p.m. (EST) on October 19, 2022. Proposals received after this date and time will not be considered and will be returned to the respondent unopened. Proposals will be opened in a public format at 3:15pm (EST) on October 19, 2022.

**D. Responsibility for Delivery of Responses:** Each Firm shall be solely responsible for ensuring that its Response is received by SCASD prior to the deadline specified in this RFP. SCASD will not be required to consider any Response received by SCASD after the submittal deadline specified in this RFP.

### 4.2 Questions Regarding This RFP

**A. Questions:** Questions regarding this RFP should be set forth in writing and sent via e-mail to the *Randy Brown* as described in Section 1.1. The e-mail subject line of each such question should be specified as "Questions Regarding RFP for Solar PPA and Retail Services."

**B. Authorized person to receive Questions:** No other person is authorized to receive questions relating to this RFP, and SCASD shall have no obligation to respond to questions sent to any other person or entity. In its discretion, SCASD may disregard the response of any firm that, in connection with this RFP, contacts any other Group representative, member(s) of the Group's boards, councils, commissions, or employees of said entities.



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**C. Responses to Questions:** SCASD will, to the best of its ability, respond to Firms to assure receipt of responses. SCASD will issue an addendum to address any questions, clarifications, or revision to the specifications in writing, to all firms who have requested to be on the bidders list for this procurement.

**D. Deadline for Questions:** All questions or requests for clarification must be received by SCASD no later than 4:00 p.m. (EST) on September 28, 2022. SCASD, in its discretion, may determine not to respond to questions submitted after the deadline or may extend the deadline for submittal of Responses so that all Firms will have the benefit of responses to questions submitted after the deadline.

### 4.3 Additional RFP Information

**A. Qualifications:** Proposals submitted by Firms which do not meet these requirements will not be considered.

**B. Competitive Negotiation:** The basis for award and method for selection of the successful respondent will be competitive negotiation, using the criteria shown in Section 5. SCASD reserves the right to select a Firm directly from among the proposals submitted, or to enter into negotiations with two or more qualified respondents, or to reject any and all proposals received. This RFP does not constitute a binding offer of award for services.

**C. No Guarantee of Award of Contract:** This RFP does not create any obligation whatsoever, either expressed or implied, for SCASD to award any contract to any Firm or other party. SCASD at all times retains the sole and absolute right to select Firms for a complete proposal to SCASD, or to not select any Firm based on Responses to this RFP. The award of any contract to a Firm is subject to approval by SCASD's Board of School Directors and the SPPA Working Group.

**D. Privacy:** SCASD and its consultant will open and review Responses privately to assure confidentiality and to avoid disclosure of the contents to competing Firms prior to and during the review, evaluation and negotiation process. However, the Group or SCASD may, upon applicable request after the award, disclose any Response to the extent it is a public record in accordance with Pennsylvania law.

**E. Confidential Information:** It is understood that information submitted in response to this RFP and subsequent presentations may contain technical, financial, or other data that would constitute trade secrets, the public disclosure of which possibly could injure the Firm's competitive position. To the extent the Firm reasonably determines that information in its Response constitutes trade secrets in accordance with applicable law, the Firm may seek to protect such trade secrets from disclosure by specifically identifying the pages of its Response that contain such information by properly marking such pages and inserting the following notice in its Response:

**NOTICE:** *[Insert Firm name]* believes that information on page(s) \_\_\_ of this Response identified by an asterisk (\*) or marked along the margin with a vertical line constitute trade secrets, disclosure of which possibly could injure the competitive position of *[insert Firm's name]*. *[Insert Firm's name]* requests that such information be used only in connection with evaluation of the Response or otherwise in connection with any agreement entered into by *[insert Firm's name]* and SCASD, but *[insert Firm's name]* understands that disclosure may nonetheless occur to the extent SCASD determines disclosure is proper in accordance with federal, state and/or local law. SCASD may disclose or use any information included in a Response that is not so marked and made subject to such notice. In the event SCASD receives a request for information that is properly identified and for which notice is given in accordance with the



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foregoing, SCASD will advise the Firm of the request. If the Firm objects to disclosure of such information, the Firm, within a reasonable time, but in no event in excess of five (5) business days, shall submit to SCASD a detailed statement indicating the reasons the Firm believes disclosure is not proper in accordance with Federal, State and/or local law. SCASD will review such statement in determining whether disclosure is proper in accordance with applicable law. If the Firm requests that SCASD resist disclosure of such information, SCASD may agree to such request if SCASD determines that requested information likely is exempt from disclosure pursuant to Federal, State or local law, but subject to the Firm in each such event agreeing to assume responsibility for and to pay any and all costs incurred by SCASD, including, without limitation, reasonable attorney fees and expenses. SCASD will exercise reasonable care in applying the requirements of this Paragraph E, but in no event shall SCASD be responsible or liable for any damage or injury that may result from any disclosure that may occur of information the Firm believes constitutes a trade secret.

**F. Ownership of Documents:** All Responses and other materials submitted in response to this RFP shall become the property of SCASD.

**G. Responsibility for Costs:** Each Firm (and not SCASD) shall be responsible for any and all costs that it incurs in connection with this RFP. In no event will SCASD reimburse any Firm for any such costs or expenses.

**H. Modification or Withdrawal of Response:** A Firm may at any time, prior to the due date of the Proposal, withdraw its Response by providing written request for withdrawal to SCASD. Any time prior to the deadline for submittal of Responses specified in this RFP, a Firm may modify its Response by submitting the modified Response together with a written request to withdraw the original Response and replace it with the modified Response.

**I. Unethical Behavior:** By submitting a Response, a Firm shall be deemed to represent and warrant that neither it nor any of its agents or other representatives gave or offered to give any gratuity (in the form of entertainment, gifts, or otherwise) to any of the Groups representatives or employees with the intent or goal of obtaining favorable treatment with respect to the selection of a Firm for the Group's energy projects.

**J. Federal Transportation Agency (FTA) Requirements:** A firm must comply with the FTA requirements listed in **Appendix C**. The FTA requirements must be included in all contracts Centre Area Transportation Authority, one of the participating entities, participates in.





## 5. EVALUATION CRITERIA

All responses will be scored on a 1 – 5 scale with a score of 5 designating that the response meets all required criteria or is at the better end of all responses. All category scores will be multiplied by their weight and added together for a total response score.

The scoring process for both the Solar Services and the Retail Services will include 3 rounds:

- Round 1 will focus on pricing and qualifications (including the responder’s Financial Standing) resulting in a list of ten (10) responses going through to the second round
- Round 2 will focus on the non-price attributes of the response resulting in a short-list of 3 potential awardees
- Round 3 will be an interview of the short-list responders for final award consideration

### *Solar Services Evaluation Criteria, Scoring and Weighting*

Category	Description	Weighting	
		Round 1	Round 2
Pricing and Term	A score of 5 will be given to the lowest priced offer	70%	
Experience and Qualifications	Respondents with strong relevant qualifications in the view of CCSG will receive higher scores than respondents with limited or no experience.	30%	
Project Location	A score of 5 will be given to projects located in or around Centre County and/or in the APS load zone. Out-of-State projects far removed from the Pennsylvania border will receive lower scores.		18%
Interconnection Status	A score of 5 will be given to projects that have an interconnection agreement. Projects that have not entered the PJM queue will receive a score of 1.		22%



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Category	Description	Weighting	
		Round 1	Round 2
Environmental Impact	Projects deemed by CCSG to be constructed and operated with best practices for environmental benefit will receive a score of 5. Projects with minimal attention to environmental practices will receive lower scores.		22%
Permitting Status	A score of 5 will be given to projects that have completed the permitting process and have received notice to proceed. Projects just beginning the permit process will receive a score of 1.		18%
Contract Exceptions	Respondents largely in agreement with the terms of the Sample PPA in Appendix B will receive a score of 5. Respondents taking major exceptions to the Sample PPA will receive lower scores.		11%
Commercial Operation Date	A score of 5 will be given to projects with a COD of 2023 with each subsequent year receiving on less point.		9%

*Retail Services Evaluation Criteria, Scoring and Weighting*

Category	Description	Weight	
		Round 1	Round 2
Price and Term	A score of 5 will be given to the lowest price offer.	70%	
Experience and Qualifications	Respondents with strong relevant qualifications in the view of CCSG will receive higher scores than respondents with limited or no experience.	30%	



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Category	Description	Weight	
		Round 1	Round 2
Fixed Pricing Potential	A score of 5 will be given to responses that will allow fixed pricing for non-solar electricity under terms the CCSG finds to be similar to current fixed pricing terms in existing retail electric contracts. Lower scores will be given to responses that have limitations on the fixed pricing process with a 1 given to responses that do not allow fixed pricing.		20%
Services Included	A score of 5 will be given to offers that include all requested services. Lower scores will be given to offers that exclude services based on the importance CCSG places on the service in its discretion.		29%
REC Flexibility	A score of 5 will be given to responses that allow the CCSG entities to place annual orders for RECs at volumes that may vary higher or lower than the solar generation. A score of 1 will be given to responses that do not provide a service for RECs.		20%
Risk Mitigation	A score of 5 will be given to responses that propose to take the risks listed under Risk Mitigation Services at reasonable prices. A score of 1 will be given to responses that do not propose to provide Risk Mitigation Services.		20%
PPA Execution	A score of 5 will be given to responses that will execute a PPA with the project Owner under the terms negotiated with the Owner in this RFP. A score of 1 will be given to responses that will not pay the PPA bill on behalf of the CCSG entities.		11%



## **APPENDIX C: SCASD STANDARD REQUIREMENTS**

### **Contract Law**

Any contract resulting from this RFP will be subject to the laws of the Commonwealth of Pennsylvania and the Pennsylvania Department of Education Public School Code and applicable Federal laws and acts. The total contract shall include this request for proposal, the Proposer's response, and the negotiated and executed contract between the parties.

### **Contract Assignment**

No portion of any resulting contract may be sublet, subcontracted, or otherwise assigned by the Proposer without the prior written consent of the SCASD.

### **Indemnification**

The work performed by the Proposer shall be at the risk of the Proposer exclusively. To the fullest extent permitted by law, Proposer shall indemnify, defend (at Proposer's sole expense) and hold harmless the Owner, joint ventures, representatives, members, designees, officers, directors, employees, agents, successors and assigns ("Indemnified Parties") from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of actions, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs) ("Claims") which arise or are in any way connected with the work performed, materials furnished, or services provided under this agreement by the Proposer or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Proposer, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission or negligence of the Indemnified Parties, whether active or passive. Proposer shall not be obligated to indemnify or defend Owner for claims found to be due to the sole negligence or willful misconduct of the Indemnified Parties.

Proposer's indemnification and defense obligations hereunder shall extend to claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated and any and all actions against the indemnified parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

### **Contract Changes**

During the period of the contract, no changes will be permitted to any of the conditions and specifications unless the Supplier receives written approval through the SCASD for such changes.



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### **Contract Cancellation**

**Cancellation for Cause:** The SCASD may terminate this agreement for cause based upon the failure of the supplier to comply with the terms and/or conditions of the agreement provided that the SCASD shall give the supplier written notice specifying the supplier's failure. If within 30-days after receipt of such notice, the supplier shall not have either corrected such failure or proceeded diligently to complete such correction, then the SCASD may, at its option, place the supplier in default and the contract shall terminate on the date specified in such notice. In addition, the SCASD is authorized and empowered to have such other party or parties complete the work in conformance with the specifications, in such manner, as it shall select at the expense of the successful Supplier, or to cancel the contract reserving to the district all rights for damages that may be incurred by the SCASD.

**Termination for Convenience:** The District may terminate the awarded contract prior to the expiration of the term, without cause and without penalty, upon thirty (30) days written notice to the awarded Supplier.

**Force Majeure:** Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure, includes, but is not limited to, compliance with any Government or regulation, acts of God, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties.

### **Risk of Loss, Destruction or Damage**

The SCASD will not be responsible for any theft, destruction of, or damage to equipment from any cause, with the exception of negligence or willful acts by an employee(s), agents of the SCASD, sub-contractors, or students.

The SCASD will notify the supplier immediately of any theft, destruction or damage, then at the supplier's option, the equipment can either be repaired so that it is in good condition and working order, or replaced with similar aged equipment or newer.

### **Assignment/Subcontract/Successors**

Supplier shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities, in whole or in part, without the prior written approval of the SCASD. No such written approval shall relieve the supplier of any obligations, and any transferee or subcontractor shall be considered the agent of the supplier. The supplier shall remain liable to the SCASD as if no such assignment, transfer, or subcontract had occurred. A financing arrangement will not be considered a subcontract.

### **Right to Audit**

The awarded supplier is responsible for keeping accurate and reasonable records related to its performance and obligations under any executed agreement. In particular, records will be kept documenting any price, cost or budget computations required under the contract. The supplier agrees that the SCASD or its duly authorized representative has the right to audit any directly pertinent books, documents, papers and records related to transactions and/or performance of the terms and conditions of any contract. The supplier shall make available to the SCASD or its agents all such records and documents for audit on the supplier's premises during regular and reasonable working hours. The supplier further agrees to disclose within 90 days of receipt, any independent auditors' reports, which bear directly on the performance or administration of the agreement. The right to audit shall include periodic examinations of records throughout the term of the contract and for a period of seven (7) years after its termination.



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The right to audit shall also apply to agents and subcontractors hired by the supplier for the purpose of fulfilling the contract. In the event that audits discover substantive findings related to fraud, misrepresentation or non-performance, the SCASD may recoup the costs of the audit work from the supplier as well as any legal remedies available under applicable law.

### **Permits, Licenses, Taxes and Certificate of Authority**

The supplier shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments under which the contract will be performed.

The supplier must furnish certification of authority to conduct business in the Commonwealth of Pennsylvania as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. The supplier need not be registered as a prerequisite for responding to this request for proposal.

The supplier shall be responsible for any and all taxes and assessments arising out of the operation, but not limited to, payroll and personal property taxes, franchise taxes, sales and use taxes, and income taxes. All prices stated shall be net prices including delivery and exclusive of taxes from which the SCASD is exempt.

Exemption certificates will be provided by the SCASD upon request by the awarded supplier.

### **W-9 Form**

In accordance with federal law, the awarded supplier must complete, sign and return to the SCASD the Internal Revenue Service Request for Taxpayer Identification Number and Certification form. This is commonly referred to as the W-9 form. Payments will not be rendered by the SCASD for supplier performance until such has been received.

### **Insurance**

Upon execution of an agreement, and prior to the supplier's commencing any work or services, the supplier shall carry commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Supplier shall provide the SCASD with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or a substitute form providing equivalent coverage) naming the SCASD as Additional Insureds thereunder. Additional Insured coverage shall apply as primary insurance with respect to any other insurance afforded to the SCASD. The coverage available to the SCASD, as Additional Insureds, shall not be less than \$1 million Each Occurrence, \$2 million General Aggregate, \$2 million Products/Completed Operations Aggregate, and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by the Supplier. All coverage shall be placed with an insurance company duly admitted in the State of Pennsylvania and shall be reasonably acceptable to the SCASD. All Suppliers insurance carriers must maintain an A.M. Best rating of A- or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

The insurance coverage required in the previous paragraph shall be of sufficient type, scope and duration to ensure coverage for the SCASD for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the SCASD.



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Each Certificate of Insurance shall provide that the insurer must give the SCASD at least 30 days' prior written notice of cancellation and termination of the supplier's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the supplier shall supply the SCASD with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the SCASD as set forth above. Additionally, and prior to commencement of the work, the supplier shall provide the SCASD with a Certificate of Insurance showing liability insurance coverage for the supplier and any employees for Workers Compensation, Employers Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to the SCASD.

Coverage limits shall be no less than the following:

Workers Compensation and Employers Liability Insurance: As required by law and affording 30 days written notice to the SCASD prior to cancellation or non-renewal. Limits are to be a minimum of \$100,000. each Accident; \$500,000. Disease policy limit; \$100,000. Disease each Employee.

Business Automobile Liability Insurance: Written in the amount of not less than \$1 million Each Accident. Umbrella Liability Insurance: The coverage shall not be less than \$2 million Each Occurrence, \$2 million Aggregate. Such insurance shall provide coverage over and above the stated General and Automobile liability limits.

### **Discrimination Prohibited**

According to 62 Pa. C.S.A. 3701, the Proposer agrees that:

- In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed, or color.
- The contract may be canceled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

### **Human Relations Act**

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, Suppliers and others. The Supplier shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

### **Cash Allowances**

Cash allowances are prohibited.





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### **Non-Collusion Affidavit**

The Supplier/Contractor, in accordance with Pennsylvania Department of Education requirements, must sign an affidavit of non-collusion which has been attached hereto. This document must be signed and returned with the proposal response submitted.

### **Debarment & Suspension**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### **Byrd Anti-Lobbying Amendment**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **Clean Air Act & Federal Water Pollution Control Act**

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C.7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### **Buy American Provision**

As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to the district contact, a minimum of 5 day (s) in advance of delivery. The request must include the: a) Alternative substitute (s) that are domestic and meet the required specifications: i) Price of the domestic food alternative substitute (s); and ii) Availability of the domestic alternative substitute (s) in relation to the quantity ordered. b) Reason for exception: limited/lack of availability or price (include price): iii) Price of the domestic food product; and iv) Price of the non-domestic product that meets the required specification of the domestic product.



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### **Gratuities**

Bidders are expressly advised that personal gratuities are not allowed. District employees may not accept any gift, service, honorarium, stipend, or fee; or use their position for private advantage or personal, financial, or material gain. The District will investigate reported violations. Suppliers, whom the District finds to have violated these provisions, may be barred from doing business with the District.

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_  
(state where executed) SS:

County of \_\_\_\_\_  
(county where executed)

I, \_\_\_\_\_, being first duly sworn, depose and say that: (name of affiant)

Affiant is \_\_\_\_\_ of \_\_\_\_\_, the bidder (representative capacity) (name of bidder)  
that has submitted the attached bid.

1. Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting the bid
2. The bid is genuine and not a collusive or sham bid, or otherwise in restraint of free and competitive bidding.
3. The bidder has not been a party to any collusion with any government official or employee as to quantity, quality, or price in the prospective
4. contract or with respect to any other terms of the prospective contract or \_\_\_\_\_ with respect to discussions between the bidder and any
5. governmental official concerning exchange of money or other things of value for special consideration in the letting of a contract.
6. The bidder \_\_\_\_\_ been convicted or found liable for any act (has or has not)
7. prohibited by Federal or State law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years.

*The bidder’s statement that has been convicted or found liable for any act prohibited by Federal or State law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years does not prohibit a government agency from accepting a bid from or awarding a contract to that bidder, but it may be grounds for administrative suspension or debarment in the discretion of the government agency under the rules and regulations of that agency or, in the case of a government agency with no administrative suspension or debarment regulations or procedures, may be grounds for consideration on the question of whether the agency should decline to award a contract to that bidder on the basis of lack of responsibility.*

(affiant’s signature) \_\_\_\_\_

Sworn and subscribed to before me This \_\_\_\_ of \_\_\_\_, 20 \_\_\_\_.

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



## APPENDIX D: SCASD STATEMENT OF DIVERSITY AND INCLUSION

The District is committed to ensuring equity for all students in their access to educational programs and activities, and for all persons, equal access to all categories of employment in a safe, positive learning environment. The District is also committed to providing an environment that is free from all forms of harassment and discrimination regardless of race, color, age, creed, religion, gender, sexual orientation, gender identity, ancestry, national origin, service in the uniformed services, veteran status, marital status, genetic information, pregnancy or/disability.



## APPENDIX E: STANDARD FEDERAL PUBLIC PROCUREMENT CLAUSES

The Centre Area Transportation Authority (CATA) is part of the CCSG. CATA must follow guidelines and regulations in the RFP process due to their federal funding requirement. Appendix E only pertains to these requirements which CATA must follow.

**Single Bid/Proposal** - In the event a single bid/proposal is received, CATA may conduct a price and/or cost analysis of the bid/proposal. A price analysis is the process of examining the bid/proposal and evaluating the separate cost elements. A price analysis through comparison to other procurements must be made to a similar work project involving similar work specifications must be based on an established or competitive price of the elements being compared. Where differences exist, a detailed analysis must be made of the differences and costs thereto.

Where it is impossible to obtain a valid price analysis, it may be necessary for CATA to conduct a cost analysis of the bid/proposal price, in which case the cost analysis shall be made by competent, experienced auditors or price analysts. An engineer's estimate or comparison of the prices involved is insufficient.

**Pricing** - Prices to be quoted in this solicitation shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the production and delivery of the item(s) pursuant to these instructions and the contract proposal.

**Bid/Proposal Compliance** - All bids/proposals must be in strict compliance with requirements and provisions of these specifications, including provisions herein regarding "approvals", "approved equals", and "deviations". Changes to the specifications will be issued by addendum to all parties having received the bid/proposal. If the bidder/proposer intends to submit a bid/proposal containing "approved equals" or "deviations" from specific requirements of the specifications, the bidder/proposer must request such approvals by the date and in accordance with procedures specified for this solicitation. Approval of such request is solely at CATA's discretion. Bids/proposals may be submitted with such "approvals", "approved equals", or "deviations" only if specifically approved by CATA in writing prior to the bid/proposal opening date. Each bid/proposal must be accompanied by documentation of CATA's "approvals" for that bid/proposal. CATA shall notify other prospective bidders/proposers of any such "approvals." Unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a bid/proposal may result in rejection of the bid/proposal on the grounds that it is non-responsive.

**Errors and Omissions** - Any proposed change in this Solicitation shall be submitted to CATA for its prior approval. The Contractor will not be allowed to take advantage of any errors or omissions in this solicitation, attached specifications, or Request for Proposal requirements. Full instructions to correct errors or omissions will be given to the Contractor once called to the attention of CATA.

**Bid/Proposal Rejection** - CATA reserves the right to accept any bid/proposal, or to reject any or all bids/proposals, or to postpone the opening date/proposal award, or to award a Contract on such basis as CATA deems to be in its best interest, consistent with Federal and State procurement regulations.



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**Withdrawal of Bids/Proposals** - Bids/proposals may be withdrawn upon written request received by CATA prior to the time fixed for opening bids or submitting proposals. No bid/proposal may be withdrawn for ninety (90) calendar days after the time set herein for the public opening and reading of bids or after the proposal submission deadline, as appropriate, without CATA's written consent.

**Non-Collusion** - The bidder/proposer shall certify that the prices in this Bid/Proposal have been arrived at independently without collusion by completing the attached certification form.

**Inspection** - In the case of bids, bidders may inspect all bids after tabulation.

**Payment Terms** – CATA's standard payment terms are Net 30.

**Taxes** - The successful bidder/proposer shall be responsible for payment of all applicable sales, consumer, user and other similar taxes as required by law. CATA, as a municipal authority, is exempt from payment of many of these taxes in many instances. The successful bidder/proposer is responsible for reviewing all Commonwealth of Pennsylvania statutes which are pertinent and for complying with their requirements

**Financial Assistance/Federal Participation** - This procurement is to be financed in part through federal grants under the Intermodal Surface Transportation Efficiency Act, as amended, which will provide 80% of the total project cost, and, in some cases, through state grants from the Commonwealth of Pennsylvania. The Contractor must comply with all terms and conditions for third-party contracts in those grant agreements. Contract award is subject to concurrence by the FTA and Commonwealth of Pennsylvania.

**Federal Changes/Requirements** - The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CATA and FTA, and agrees that failure to do so shall constitute a material breach of this contract. The Contractor agrees that Federal laws, regulations, policies, and related administrative practices in force and made applicable to this Contract on the date of execution may be modified from time to time, and that the most recent of such provisions will govern administration of this Contract at any particular time, absent sufficient evidence in the Contract of a contrary intent. Any new Federal laws, regulations, policies and administrative practices established after the date of execution and thereafter will be applied to this Contract. All limits or standards set forth in this Contract to be observed in its performance are minimum requirements. Standard clauses may be modified if necessary to comply with applicable State or local law, so long as Federal requirements are maintained. If there is an irreconcilable conflict between Federal and State or local requirements, CATA shall inform the FTA in order that appropriate resolution may be arranged.

**Incorporation of Federal Transit Administration (FTA) Terms** – The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA- mandated terms shall be deemed to control in event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, or fail to perform any



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act, or refuse to comply with any CATA requests which would cause CATA to be in violation of FTA terms and conditions.

**No Obligation by the Federal Government** – 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 of the Federal Government, the Federal Government is not party to this contract and shall not be subject to any obligations or liabilities to the purchaser, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

**Access to Records and Reports** - For any capital project or improvement contract awarded by CATA on any basis other than competitive bidding, the Contractor agrees to permit CATA, the Secretary of Transportation and the Comptroller General or their authorized officers or employees, to inspect all work, materials, payrolls and other data or records involving the contract, to audit books, records and accounts involving the contract, and to copy/reproduce by any means excerpts/ transcriptions as reasonably needed.

**Record Retention** - The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than 3 years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case the Contractor agrees to maintain same until CATA, 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.

**See additional clauses applicable to construction contracts** subject to labor standards under the Davis-Bacon Act and/or Department of Labor regulations for federally-assisted contracts (29 CFR Part 5).

**Program Fraud; False or Fraudulent Statements or Related Acts** - The Contractor acknowledges that provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies/affirms the truthfulness and accuracy of any statement it has made, makes, may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which 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.





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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 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

**Indemnification** - The Contractor covenants and agrees to indemnify and hold harmless CATA, Pennsylvania DOT, FTA, and all officers, agents and employees thereof from and against any and all claims, suits or losses (whether real or asserted) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with performance of the Contract and from any and all claims or losses (including death) occurring or resulting to any person, firm or corporation who may be injured or damaged by the Contract and from any and all claims or losses (including death) occurring or resulting to any person, firm or corporation who may be injured or damaged by the Contractor, its subcontractors, agents, servants, or employees, arising out of the performance of the Contract, including those arising out of any negligent act, error or omission on the part of the Contractor, its officers, agents, servants, employees, or subcontractors/sub-supplier consultants. The Contractor does hereby assume all liability and responsibility, including, but not limited to, costs and actual attorneys' fees for injuries, claims or suits, or suits for damages to persons or property of whatever kind or character, whether real or asserted, occurring during or arising out of any negligent act, error, or omission of the contractor, its officers, agents, servants and employees or subcontractors/sub-supplier consultants.

Contractor will defend, indemnify, and hold CATA (together with its affiliates and their respective officers, directors, employees, and agents) harmless from and against any and all claims, suits, liability, loss, costs and/or damages arising from or to be incurred by CATA as a result of any unauthorized disclosure, accidental or deliberate, of CATA's Data as stored or maintained by contractor or on contractor's systems or as a result of any Security Breach up to a limit of \$500,000. Contractor shall reimburse CATA for reasonable costs incurred in providing individuals affected by the Security Breach with notice of the breach, complimentary access for one year of credit monitoring services, credit fraud alerts, and/or similar services, which CATA in its sole discretion deems necessary to protect such affected individuals.

**Severability** - If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby if the remainder would continue to conform to terms and requirements of applicable law.

**Assignment** - The Contractor shall not assign, transfer, convey, subcontract or otherwise dispose of all or any of its right, title, interest or responsibility of this Contract without prior written consent of CATA.

**Interest of Public Officials** - No member, officer or employee of CATA or any local sponsoring public body, during his/her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.



**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.

**Protest Procedures**- Appendix F contains protest procedures to resolve disputes relating to procurements, as required by FTA Circular 4220 1.D. Protesters must exhaust these procedures before appealing to the FTA. Violations of Federal law/regulation will be handled by the complaint process stated in that law/regulation; violations of State/local law/regulation will be under jurisdiction of State/local authorities.

**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.

**Non-Discrimination** - In accordance with Title VI of Civil Rights Act, as amended, 42 USC §§2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §§ 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC §§ 12132, and Federal transit law (49 USC §§ 5332), the Contractor agrees 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.

The Contractor 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.

**Equal Employment Opportunity (EEO) –**

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 EEO requirements of U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, EEO, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "EEO" as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to EEO," 42 U.S.C. §§ 2000e note), and with any applicable Federal statutes, executive orders, regulations, and 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 applicants are employed, and 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: 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, Contractor agrees to comply with any implementing requirements FTA may issue.



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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, 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 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.

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

e) The Contractor agrees to comply with applicable Commonwealth of Pennsylvania provisions (all contracts) set forth in Appendix A, including, but not limited to, requirements to include subsections a), b) and c) above in posted notices, solicitations for employees, notices to labor unions, and other provisions. The Contractor should review Appendix A completely to assure compliance.

**Also see additional Equal Employment Opportunity clauses applicable to construction contracts.**

### **Disadvantaged Business Enterprise (DBE) -**

a) DBE Assurance: The Centre Area Transportation Authority shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of CATA's DBE Program or the requirements of 49 CFR part 26. CATA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. CATA's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference into this solicitation and any resulting contract. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to CATA of its failure to carry out its approved program, the Department of Transportation may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

b) DBE Contract Clause: The contractor 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 award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CATA deems appropriate.

The Contractor must include the above assurance and contract clause in all subcontracts issued in conjunction with this contract.



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c) Prompt Payment Clause: The prime contractor agrees to pay each subcontractor (whether DBE or non-DBE) under this prime contract for satisfactory performance of its contract no later than 30 calendar days from its receipt of each payment from CATA . The prime contractor agrees further to return retainage payments to each subcontractor within 30 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only for good cause following written approval of CATA of the prime contractor's written request for such a delay or postponement. The request for delay or postponement must state the reasons for the request in sufficient detail as to permit CATA to make a determination. The decision to allow a delay or postponement shall rest solely and exclusively with CATA.

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

**Access Requirements for Individual with Disabilities** - The Contractor will comply with all applicable requirements of 49 USC 5301(d), Americans with Disabilities Act of 1990 (ADA), 42 USC 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973 as amended, 29 USC 794; Architectural Barriers Act of 1968, as amended, 42 USC 4151 *et seq.*, Section 16 of the Federal Transit Act as amended, 49 USC. app.1612, and the applicable requirements of the following regulations and any amendments thereto:

Department of Transportation "Transportation Services for Individuals with Disabilities, 49 CFR Part 37; "Nondiscrimination based on Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance," 49 CFR Part 27;"

FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;

Joint Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "ADA Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192/49 CFR Part 38; ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194;

Department of Justice-"Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35; "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;

GSA-"Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;



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Equal Employment Opportunity Commission-"Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

Federal Communications Commission-"Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64 Subpart F; and

Any implementing requirements FTA may issue.

**Termination** - The clauses below state general provisions for contract termination. **Additional provisions specific to a particular contract shall apply on a case-by-case basis.**

a) Termination for Convenience - CATA may terminate this contract, in whole or in part, at any time by giving the Contractor thirty (30) calendar days written notice, via certified mail. CATA shall be liable only for payment to the Contractor for its allowable costs, including contract close-out costs, profit, and where applicable, proportional fees as fixed and determined by CATA, for work performed or for services rendered or for items delivered, up to the time of termination. The Contractor shall promptly submit to CATA a termination claim for its costs and the parties shall negotiate the termination settlement to be paid to the Contractor. The Contractor shall account for any property in its possession paid for from funds received from CATA, belonging to CATA or supplied to the Contractor by CATA, and shall dispose of such property in the manner CATA directs.

b) Termination for Default, Breach or Cause - If the Contractor fails to deliver supplies in accordance with the specifications or delivery schedule of the contract or fails to perform services as required by the contract, or if fails to comply with any other provisions of the contract, CATA may terminate the contract immediately for default upon written notice to the Contractor, via certified mail, setting forth the manner in which the Contractor is in default. In such cases, the Contractor will only be paid the contract price for supplies delivered and accepted, or services performed, in accordance with contract requirements.

If CATA later determines that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other events not the fault of or beyond the control of the Contractor, CATA may establish a new delivery or performance schedule and may allow the Contractor to continue work or may treat the termination as a termination for convenience. Further, if CATA later determines 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 CATA.

In the case of termination for cause or breach or default of any terms, covenants, or conditions of the contract, CATA may, at its sole discretion, allow the Contractor 10 calendar days from the date of the Contractor's receipt of CATA's notice of said breach or default in which to cure the defect. If Contractor fails to remedy the breach or default to CATA's satisfaction within the 10-day period, CATA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination shall not in any way preclude CATA from also pursuing all available remedies against Contractor and its sureties for said breach or default.



Should CATA elect to waive its remedies for a breach by Contractor of any covenant, term, or condition of the Contract, CATA's waiver shall not limit its remedies for a succeeding breach of that or any other term, covenant, or condition of this Contract.

**Debarment and Suspension** - CATA may not enter into contracts (and the Contractor may not enter into any subcontracts of \$25,000 or more at any time during performance of the work), with firms who are on the government-wide list of debarred or suspended firms. The prospective Contractor shall complete the certification included in this solicitation and submit it with the bid/proposal and further agrees that it will include the same certification, without modification, in all covered subcontracts (those for \$25,000 or more) and in all solicitations for such subcontracts. If the prospective Contractor or subcontractor is unable to certify to the statements in this certification, it shall attach an explanation to its bid or proposal.

**Restrictions on Lobbying** - In accordance with Byrd Anti-Lobbying Amendment, 31 USC 1352, as amended by Lobbying Disclosure Act of 1995, P.L. 104-65 (to be codified at 2 USC 1601, et seq.), Contractor (or any subcontractors with subcontracts of \$100,000 or more) shall certify, per 49 CFR Part 20, "New Restrictions on Lobbying", that it will not and has not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 USC 1352. The Contractor shall complete the certification included in this solicitation and submit it to CATA with the bid or proposal. Further, each tier shall provide the same certification to the tier above.

If any funds other than Federal funds have been or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member, officer or employee of Congress, or an employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor or subcontractor shall complete Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and forward it from tier to tier until they have been provided to CATA.

**Breaches and Dispute Resolution** - All contracts of \$100,000 or more, and contracts of a lesser amount as CATA deems appropriate, shall include provisions or conditions for administrative, contractual or legal remedies (in addition to termination) where the Contractor or its subcontractors violate or breach contract terms and which provide for sanctions and penalties (provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures). **Specific contract clauses appropriate to each contract shall be developed on a case-by-case basis.**

All contracts shall require that Pennsylvania law shall govern the interpretation of all documents and venue of any dispute resolution procedure or court proceeding shall be Centre County, Pennsylvania.

In all cases, unless otherwise directed by CATA or stated in the contract, Contractor shall continue to perform under the contract during resolution of any dispute.



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Duties and obligations imposed by, and rights and remedies available under, the contract 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 CATA or Contractor shall constitute a waiver of any right or duty afforded 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.





**Notice to FTA and U.S. Dot Inspector General of Information Related to Fraud, Waste, Abuse, and Other Legal**

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

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, CATA may, in addition to other remedies available to the Federal Government, pursue available remedies, including suspension and/or debarment.





2. The prospective lower tier participant shall provide immediate written notice to CATA if it learns at any time that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause and certification have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). CATA may be contacted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees, by submitting this proposal, that, should the proposed covered transaction be entered into, it shall not knowingly enter into any subcontract with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless so authorized in writing by CATA.
5. The prospective lower tier participant further agrees that it will include the same "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
7. Nothing detailed above shall be construed to require establishment of system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. If it is determined that a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction (except for transactions authorized by CATA, under Paragraph 4 of these instructions,), CATA may, in addition to all remedies available to the Federal Government, pursue available remedies including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-  
Lower Tier Covered Transaction**

The prospective lower tier participant named below, by submission of this bid or proposal, hereby certifies that neither it nor its "principals" [as defined at 49 CFR 29.105(p)] is presently debarred, suspended,



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proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Name of Lower Tier Participant

**If the Lower Tier Participant named above is unable to certify to any of the statements in this certification, such participant must attach an explanation to this proposal.**

---

Signature and Title of Authorized Official

Date



THIS DOCUMENT MUST BE NOTARIZED AND RETURNED WITH ALL BIDS.

Bidders/proposers must fill out the appropriate sections of this Certificate and return with bid.

1. If the Bidder/Proposer is not the parent company, insert below the name and main office address of the parent company. (A parent company is one that owns at least a majority (51%) of the voting rights and/or assets in that company.) If Bidder/Proposer is the parent company, complete only Section 2.

I, \_\_\_\_\_,  
 (typed name - authorized official)  
 (title)

for \_\_\_\_\_, the Bidder/Proposer,  
 (executing agent)

attest to the proposal on behalf of the Bidder/Proposer and the parent company if other than the Bidder.

\_\_\_\_\_  
 (authorized official - signature)

2. By submission of this Bid/Proposal, each respondent and each person signing on behalf of any respondent certifies and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - a. The prices in this Bid/Proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder or with any other competitor.
  - b. Unless otherwise required by law or this solicitation, the prices which have been included in this Bid/Proposal have not been knowingly disclosed by the Bidder/Proposer and will not knowingly be disclosed by the Bidder/Proposer prior to the bid opening (submission deadline for proposals) to any competitor; and
  - c. No attempt has been made or will be made by the Bidder/Proposer to induce any other person, partnership or corporation to submit or not to submit a Bid/Proposal for the purpose of restricting competition.

Signature

Title

Typed Name

Company

Taken, subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Notary Public in and for the County of

My commission expires



**CERTIFICATION REGARDING LOBBYING**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 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.

Pursuant to 31 USC 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 USC 3801(A), *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Typed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**BIDDER CERTIFICATION OF  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPLIANCE**

(This certification must be completed, signed, and returned with all bids/proposals)

Policy Statement: The Centre Area Transportation Authority (CATA) has established a DBE program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Centre Area Transportation Authority has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Centre Area Transportation Authority has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Centre Area Transportation Authority to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts and to:

- Ensure nondiscrimination in the award and administration of DOT assisted contracts;
- Create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
- Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- Help remove barriers to the participation of DBEs in DOT assisted contracts; and
- Assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Director of Administration has been delegated as the DBE Liaison Officer. In that capacity, the Director of Administration is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Centre Area Transportation Authority in its financial assistance agreements with the Department of Transportation.

Contract Requirements:

To the greatest extent feasible, CATA will meet its overall annual DBE goal by using race-neutral means of facilitating DBE participation. Contract-specific DBE goals will only be used where a portion of CATA's overall goal cannot be met in this manner. Accordingly, the contract- specific goal for this contract is:

\_\_\_\_\_ 0 \_\_\_\_\_ %

1. **IF THERE IS NO CONTRACT GOAL**, the bidder must provide to CATA, using this certification form, the names, addresses and phone numbers of any and all firms who provide quotes to the bidder for any part of the work included in the bid/proposal. Additionally, the bidder should indicate the DBE status of any such firms, if known. This information will be used by CATA to develop a bidder list, as required by CATA's approved DBE program.



Firms providing quotes for any part of the work included in the contract are listed below.

FIRM	ADDRESS	PHONE	DBE STATUS		
			No	Yes - have current certificate *	Yes - need current cretificate

\* Current and valid DBE certification from a state Unified Certification Program (UCP)

- IF THERE IS A CONTRACT GOAL, the bidder must provide written assurance, using this certification form, that the contract goal will be met OR demonstrate, where DBE participation in the contract will be less than the contract goal, that sufficient reasonable efforts were undertaken to meet the contract DBE goals. Additionally, the bidder, if a DBE or if utilizing DBE firms as subcontractors on the project, must submit required forms, as specified on the certification form, concerning DBE eligibility and participation.

Check ONLY ONE:

\_\_\_ The contract goal will be met. The extent of DBE participation is \_\_\_\_\_% of the dollar value of our bid for the work to be performed under this contract because the bidder is a DBE and/or DBE subcontractors will participate in the contract.

*ATTACH, FOR EACH DBE FIRM (bidder and/or subcontractors) a current DBE certification from an approved state Unified Certification Program. If DBE subcontractors will participate, ALSO ATTACH a completed Letter of Intent to Perform as a Subcontractor or Supplier from each subcontractor AND an Affidavit of Prime Contractor Regarding DBE Firms Performing as Subcontractor(s) or Suppliers, completed by the bidder.*

\_\_\_ The contract goal will not be met, but sufficient good faith efforts were made to meet the goal. Good faith efforts include, but are not limited to, attendance at pre-bid conferences, detailed statements of efforts to contact or negotiate with DBE's (include names/addresses of DBE's contacted), description of information provided to prospective DBE's regarding work to be performed, detailed statements why agreement was not reached with a sufficient number of DBE's to attain the goal, copies of advertisements placed in minority focus, general circulation, and trade media to solicit DBE participation, detailed statements concerning efforts made to increase work to be performed by DBE's in order to attain the goal, and, if applicable, a detailed statement of reasons why you have declared any prospective DBE's ineligible.



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*ATTACH a page describing all efforts made; CATA is solely responsible for determining sufficiency of good faith efforts. IF PART OF THE GOAL WILL BE MET, ATTACH DBE CERTIFICATIONS AND FORMS FOR EACH DBE, as specified above.*

By signature below, I hereby declare and affirm, under penalty of the perjury laws of the United States, that all information provided in or attached to this certification is complete, true and correct to the best of my knowledge, and hereby certify compliance with 49 CFR Part 26, as amended, as it applies to this bid/proposal.

---

Name of Firm Submitting Bid Date

---

Typed Name and Title Signature of Authorized



FEDERAL NONDISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY CLAUSES

1. **Selection of Labor:** During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.
2. **Employment Practices:** The contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the State highway department setting forth the provisions of this nondiscrimination clause.
  - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement, contract or understanding, a notice advising said labor union or workers' representative of the its commitments under Section 202 of Executive Order 11246 of September 24, 1965 and agrees to post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The contractor and its subcontractors will comply with all applicable EEO requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000 (e), and any Federal statutes, executive orders, regulations, and policies affecting construction undertaken as part of the project.
  - e. For construction contracts, or modifications to such contracts, in excess of \$10,000, to be performed in geographical areas designated by the Office of Federal Contract Compliance Programs, and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction contracts and subcontracts covered by EO11245, standard Federal Equal Employment Opportunity construction contract specifications shall be incorporated into the contract by CATA or by the Contractor into its subcontracts, as applicable.
  - f. The contractor will furnish all information and reports required by EO 11246, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the FTA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - g. In event of noncompliance with nondiscrimination clauses of this Contract or with any other such provisions, the Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Federally-assisted contracts, and any other such





sanctions may be imposed or remedies invoked as provided by EO 11246, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- h. The contractor will include the provisions of Appendix A, Section 2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor or the FTA may direct to enforce such provisions, including sanctions for noncompliance. However, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**3. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment** - The Contractor agrees as follows:

- a. The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, CFR Part 21, as amended from time to time (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this contract.
- b. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in the Regulations.
- c. All solicitations by the Contractor, either by competitive bidding or negotiation, for work to be performed under a subcontract, including procurement of materials or lease of equipment, shall include notice to each potential subcontractor or supplier of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
- d. The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Secretary of Labor or the FTA to be pertinent to ascertain compliance with such Regulations or directives. If any information required of the Contractor is in exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Secretary of Labor, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. In the event of the Contractor's noncompliance with the nondiscrimination provisions of the Contract, the Secretary of Labor or the FTA shall impose such contract sanctions as appropriate including, but not limited to withholding of payments to the Contractor under the Contract until the Contractor complies and/or cancellation, termination or suspension of the Contract, in whole or in part.
- f. The Contractor shall include the provisions of Appendix A, Section 3 in every subcontract, including those for procurement of materials and lease of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any



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subcontractor procurement as directed by the Secretary of Labor or the FTA as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Contractor becomes involved in, or is threatened by a subcontractor or supplier with, litigation as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

“Contractor,” wherever used above, shall also include: engineer, consultant, researcher, governmental, corporate or other entity, its successors and/or assignees, as may be appropriate.

I hereby agree to comply with all provisions of Federal nondiscrimination and EEO laws and regulations.

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Bidder Authorized Representative

Date



**APPENDIX F: PROTEST PROCEDURES**

**PROTEST PROCEDURES**

1. The protest procedures set forth herein must be followed to protest any aspect of this procurement, including protests of the conditions and specifications issued through this Invitation. Failure to comply with these protest procedures may result in disallowance of a protest.
  
2. Protests may only be filed by an Interested Party, defined as an entity or individual who is an actual or prospective bidder/proposer with respect to this Invitation and whose direct economic interest would be affected by award of the contract or by failure to award the contract. CATA will not accept or consider protests from entities or individuals who are not Interested Parties.
  
3. Protests must be filed in writing and submitted to: General Manager, Centre Area Transportation Authority, 2081 West Whitehall Road, State College, PA 16801. Verbal protests will not be considered or accepted by CATA. In all instances, information regarding the protest will be disclosed to the FTA upon receipt of the protest by CATA.
  
4. The protest must be clearly labeled or identified as a protest being submitted under these protest procedures and must identify the particular procurement involved. The protest must contain, at a minimum, the following information:
  - (a) Name and address of the Protestor
  
  - (b) A complete statement of each and every basis upon which the Protestor is relying in protesting the procurement proceeding, including any supporting documentation, and the specific requirements of federal or state law or CATA procurement proceedings with which CATA has failed to comply with respect to this Invitation
  
  - (c) A statement as to the date upon which the matter forming the basis of the protest was disclosed or discovered
  
  - (d) A clear statement of the relief and/or corrective action sought by the Protestor. Failure to identify the protest clearly or failure to include the required information listed above may result in rejection or disallowance of the protest. CATA, at its sole discretion, may choose to consider a written protest that is incomplete in some respect by notifying the protestor in writing of the deficiencies contained in the protest and of the specified time period allowed for correction of those deficiencies. The protestor's failure to supply additional information requested by CATA within the specified time period shall result in rejection or disallowance of the protest.
  
5. A protestor may amend or supplement the initial protest at any time prior to the issuance of a written decision on the protest by the Protest Review Board. No amendment or supplement will be permitted once the Protest Review Board has issued a written decision.



6. All amendments or supplements to a protest must be filed in writing with the General Manager of CATA. Verbal amendments or supplements will not be considered or accepted by CATA.

7. Any amendment or supplement to a protest must be directly related to matters originally raised in the initial protest. Amendments or supplements which raise matters not directly related to those originally raised in the initial protest shall be considered a new protest to be addressed separately under these protest procedures. The determination as to whether amendments or supplements relate directly to matters raised in the initial protest shall lie solely with CATA.

8. Protests must be filed by actual delivery of the complete protest to the office of the General Manager of CATA. Protests shall not be considered to have been filed until actual receipt of the protest by CATA. Failure to file a protest within the time frames specified below due to delays in delivery by the U.S. Postal Service or private delivery services shall not be considered good cause for such failure and shall not warrant a waiver of filing deadlines.

(a) Matters disclosed in initial bid/proposal package- Protests based on matters disclosed in the initial bid/proposal package must be filed not later than twenty-one (21) calendar days prior to the date on which bids/proposals are to be opened or seven (7) calendar days after the issuance of the initial bid/proposal package, whichever is later. A matter is considered to have been disclosed under this paragraph if any of the following apply:

The matter is explicitly stated in the bid/proposal package or; the matter could reasonably be inferred by a reasonable person from the bid/proposal package taken as a whole and in light of the circumstances surrounding the procurement proceeding, or; the bid/proposal package contains or omits information which, taken as a whole and in light of the circumstances surrounding the procurement proceeding, would put a reasonable person on notice of the matter, or which would cause a reasonable person to make inquiry concerning the matter.

(b) Matters disclosed subsequent to the issuance of the initial bid/proposal package but prior to bid opening- Protests based upon matters which were not disclosed in the initial bid/proposal package must be filed not later than twenty-one (21) calendar days prior to the actual opening of the bids/proposals or within seven (7) calendar days after the matter upon which the protest is based is disclosed, whichever is later.

(c) Matters disclosed after opening of bids/proposals- Protests based upon matters which are disclosed at or after the opening of bids/proposals, including the award of a contract by CATA, must be filed not later than five (5) calendar days after the opening of bids/proposals or after the matter upon which the protest is based is disclosed or has taken place.

9. Failure to comply with filing requirements set forth above may result in rejection or disallowance of the protest. CATA may, at its sole discretion, waive or alter any of these requirements if CATA determines that the Protestor has substantially complied with the requirements of the protest procedures and that the waiver will not unduly impair CATA's procurement proceedings, or if CATA determines that the Protestor's failure to comply with filing requirements is for good cause based on a compelling reason or circumstance beyond the Protestor's control and the waiver will not unduly impair CATA's procurement proceedings, or



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if CATA determines that a waiver is appropriate and necessary for reasons of public policy or to avoid manifest inequity.

10. CATA may impose any such conditions on any waiver as it determines are necessary and appropriate. Such conditions are not subject to protest and may include, but are not limited to, a requirement that the Protestor cure any defects in the form or content of its protest.

11. Any bidder/proposer wishing to protest the awarding of a contract by CATA to the apparent most responsive and responsible bidder/proposer will be required to furnish, at its own expense, a protest bond in the amount of \$1,000, in the form of either a cashier's check or certified check made payable to the Centre Area Transportation Authority, before CATA will consider the protest. This protest bond will serve as a guarantee by the bidder/proposer of the validity and accuracy of the protest. Failure to provide this bond may result in CATA's denial of the bidder's/proposer's protest. If the Protest Review Board denies the bidder's/proposer's protest, the bond will be used by CATA to recover costs and damages incurred because of the protest and the resulting delay in the delivery of the items to be procured.

12. All properly filed protests shall be reviewed by a Protest Review Board consisting of CATA's General Manager or designee, Chairman of CATA's Board of Directors or designee, and CATA's Legal Counsel.

13. The Protest Review Board shall issue a written decision denying or upholding the protest within seven (7) calendar days after the filing of the protest. Such decision shall respond in detail to each substantive issue raised by the Protestor and shall clearly set forth what relief, if any, is being granted to the Protestor. The Protestor will be notified by telephone of the substance of the decision, with a copy of the written decision mailed to the Protestor by certified or registered mail. The Protest Review Board's decision shall be final.

14. As a general rule, protests shall be considered solely on the basis of the written materials submitted by the Protestor. Upon written request of the Protestor, CATA may, at its sole discretion, permit the Protestor to make a verbal presentation to the Protest Review Board, subject to any restrictions CATA may deem appropriate.

15. The Protest Review Board may, at its sole discretion, schedule an informal conference with the Protestor to review the merits of a protest. Any such conference will be scheduled so as not to delay the issuance of a decision on the protest within the time frames set forth above, except as expressly allowed by CATA.

16. The Protest Review Board shall have the authority to grant such relief, or direct that such actions be taken, as are necessary and appropriate to remedy any defect, substantive or procedural, which may have occurred in this procurement.

17. The Protest Review Board shall be limited to determining whether this procurement proceeding complies with applicable federal and state law and the requirements of the Invitation. The scope of review shall not extend to the advisability of a particular decision nor to matters which are committed by law to the discretion and judgment of the CATA Board of Directors.

18. The Protestor may request that the FTA review a protest only in cases where it is alleged that CATA failed to have written protest procedures, failed to adhere to those procedures or failed to review a protest. An appeal to the FTA must be received by cognizant FTA regional or headquarters office within five (5)



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working days of the date the protester knew or should have known of the violation, in accordance with FTA Circular 4220.1F, which will be supplied to the Protestor upon request.

19. A written request by a Protestor for reconsideration of the decision issued by the Protest Review Board will be considered only if the request alleges an error of federal/state law or regulation or documents the existence of substantive information that was not previously known.

20. All potential contractors will be advised of a pending protest which has been filed prior to the contract award. CATA will not proceed with any procurement when a protest or appeal is pending except as noted below:

(a) For protests filed prior to award, CATA shall not make an award for five (5) calendar days following the issuance of the decision by the Protest Review Board, or, if a Protestor has filed a protest with the FTA, during the pendency of that protest, unless CATA determines that the items to be procured are urgently required or that delivery or performance will be unduly delayed by failure to make the award properly or that failure to make the award properly will otherwise cause undue harm to CATA or the Federal Government. In such cases, CATA will notify the FTA prior to making award.

21. CATA protest procedures provide an administrative remedy to Interested Parties who wish to protest any aspect of this procurement proceeding. The protest procedures do not limit or otherwise restrict any other remedies that an Interested Party may have at law or in equity, except to the extent that the failure of an Interested Party to follow these procedures may be considered a failure to exhaust administrative remedies.