

REQUEST FOR PROPOSALS – ENERGY SERVICES CONSULTANT
Centre County Intergovernmental Solar Power Purchase Agreement Working Group

1 GENERAL

1.1 Objective:

The State College Area School District (SCASD) on behalf of the fifteen entities identified in Section 2.1, (“Group”) is issuing this Request for Proposals (RFP) from interested, independent, established and experienced Energy Services Consultant firms (“Firms”) to be received no later than June 29, 2021. The Group represents a consortium of municipal, authority, school district, and county governments who are considering pooling their electricity in order to find a grid-tied utility scale solar project that can meet current and future electricity demands. SCASD intends to engage a qualified firm to provide technical, legal, and financial advice on and to facilitate the development of Requests for Information, Requests for Proposal, and any power purchase agreement(s) the governmental entities pursue. Qualified firms shall disclose potential conflicts of interest arising from financial relationships with potential developers or any Group member. The Group 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.

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

1.2 Overview: Procurement documents are available to view and download on the SCASD website: www.scasd.org [Our District | Bidding Opportunities]. Interested firms should register via email by providing company information to the *contact person* 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 2 – Background and Goals

Section 3 – Scope of Services

Section 4 – Instructions and Requirements

Section 5 – Evaluation Criteria

Section 6 – Advertisement for Proposals

Appendix A – Standard Clauses, Assurances, Certifications, and Required Forms

2 BACKGROUND & GOALS

2.1 Solar Power Purchase Agreement Working Group Project Background

The Solar Power Purchase Agreement Working Group (“Group”) is an ad hoc group comprised of representatives from local and county governments and authorities. Representatives comprising the working group are from the following entities in Centre County, Pennsylvania:

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

These 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 use in 2018 amounted to approximately 30 million kilowatt hours.

SCASD represents nearly 50% of the electricity usage and will provide lead contract management aspect for this RFP.

2.2 Solicitation Background

Due to the exponential growth in the Pennsylvania solar market over the last two years, the declining price of technology associated with technological improvements, and large project announcements by Penn State University, SEPTA (Southeastern Pennsylvania Transportation Authority), the City of Philadelphia and the Pennsylvania state government has provided the Group’s member entities with sufficient assurance that exploring a PPA could reap multiple rewards. The eventual Chair and 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 Group 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 Group and often are board members with the majority having only a limited knowledge of power purchase agreements. The Group 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. The Group’s progress to date has led to the solicitation of proposals from energy services consultant firms.

The Group seeks the support of a Firm in the pursuit of a zero-carbon solar power purchase agreement (SPPA) in the PJM service area and possibly Pennsylvania exclusively.

2.3 Firm Qualifications and Hiring Process

The Group intends to contract with a Firm that has the following minimum qualifications:

- A. Experience or knowledge of the PJM energy market
- B. Extensive experience in renewable energy with particular focus on solar energy
- C. Evidence of successful negotiations of PPAs and/or SPPAs in general
- D. Evidence of working with the non-profit and municipal, university, school, and hospital (MUSH) sector
- E. Experience in securing all available services, grants, incentives and financing available through federal, state, local and utility programs
- F. Knowledge and understanding of applicable Pennsylvania laws
- G. Ability to provide timely, effective communication and support to the Group
- H. Disclosure of real or perceived conflicts of interest arising from financial or other potentially conflicted relationships with entities in the Group

All respondents must meet the minimum qualifications to have their proposals considered.

The Group will evaluate each Firm based on the information set forth in the proposal submitted, together with other information available to the Group from other sources. The Firm's ability to develop a rapport and working relationship with the Group's personnel will be considered. Therefore, the Firm should identify the team leader who will interface with the Group and provide specific pertinent background on that individual and those who will assist her/him/them.

SCASD, with the consent of the Group, will, at its own discretion, select one Firm after the receipt and evaluation of Responses. SCASD also reserves the right to not select any Firm. SCASD may also request that one or more Firms participate in an interview process or SCASD may implement a combination of these and/or other methods for selection.

This RFP is solely a solicitation for Proposals. Neither this RFP, nor any Proposal submitted in response to this RFP shall be deemed or construed to: (i) create any contractual relationship between the SCASD, its participating entities, and any Firm; (ii) create any obligation for SCASD or its participating entities to enter into a contract with any Firm or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Response.

If SCASD selects a Firm through the process outlined above, SCASD shall have the right to negotiate any and all of the final terms and conditions of any agreement with the Firm and nothing in this RFP or any Proposal shall be deemed or construed as a limitation of such rights.

2.4 Group Goals

The Group intends to achieve the following goals through, and in connection with, the pursuit of and awarding of an SPPA:

- A. To reduce electricity costs and maximize the net economic benefit to the Group's participants by signing an SPPA.
- B. Provide price certainty for long-term electricity costs to reduce the risk of market fluctuations on energy costs.
- C. To meet explicitly stated climate goals adopted by resolution by participating entities.
- D. To meet stated sustainability or climate-related goals expressed by participating members.

- E. To educate regional participating entities, citizens, professionals and youth in cooperating non-profit and business organizations about solar and renewable energy, local, regional, state, and national climate-related goals, and the energy market.
- F. To reduce the cost of developing renewable energy projects by investing in a large common-pool project.
- G. To further integrate economic prosperity, health and well-being, and environmental integrity in energy development.
- H. To facilitate the investment in energy projects by industries and businesses within the region, to increase energy diversity and to reduce dependence on fossil fuels.
- I. To enhance the economic value of Group assets by developing and improving the performance of these assets in a manner that supports Group goals.
- J. To provide structures aesthetically compatible with the facilities and surrounding neighborhoods.

3 Scope of Services

3.1 Project Tasks

The prospective consultant is encouraged to suggest a unique and innovative approach in terms of a clearly defined scope of work that will address the services needed as described below. This scope of work shall address – at a minimum – the following outcomes and deliverables.

Services may include the following:

- Educate the Group on the state of solar energy generally, SPPAs specifically, and the state of solar across the PJM service area and/or Pennsylvania
- Identify grants that can help offset costs for energy-related services
- Potentially draft a Request for Information (RFI) for viable SPPAs
- Potentially analyze and interpret responses to an RFI
- Facilitate the development and ranking of criteria for a potential RFP for SPPAs
- Draft an RFP for SPPA that includes developed criteria, identifies an appropriate scale, location, and is consistent with the legal obligations of the Group’s membership
- At the Group’s request, assist in the analysis and interpretation of responses to the RFP
- Assist in interviewing developers of top-ranked project(s) and identifying the most desirable project
- Work with Group’s solicitors in obtaining legal advice

3.2 Consultant Responsibilities

The selected consulting firm is expected to:

- Attend the monthly SPPA Working Group meetings, which are scheduled for the 4th Wednesday of the month at 9 am. Virtual attendance may be acceptable.
- Attend up to 5 on-site board meetings of member organizations. Additional meetings may be requested by the Group at an additional charge. Virtual attendance may be acceptable.
- Regularly communicate with the *contact person* to provide updates and determine tasks needed, especially in cases where a significant change to scope, schedule, budget, or personnel is anticipated.

- Identify the pros and cons of the different scenarios, including any potential barriers to, risks of, and/or any legal or regulatory restrictions that may arise relative to implementation, as well as any resulting operational practices.

3.3 Project Deliverables

As part of the project, the selected consulting firm will furnish the following deliverables that include but are not limited to fact and guidance sheets, memos or presentations that:

- map potential solar projects in Pennsylvania and PJM;
- explain solar PPA pricing and impacts on price including RECS;
- explain the REC market;
- explain solar-energy-related and contractual risks;
- explore developers' business models;
- research and explain potential direct and indirect non-monetary benefits (health, land use, education, job creation, community tax benefits, and others);
- explain and provide guidance on criteria and process for developing RFPs for SPPAs;
- draft a boiler plate agreement for an SPPA;
- develop a solar developer list to notify about the RFP;
- develop a list of weighted criteria that the entities will use to score developer proposals, including non-solar criteria that might be important such as solar ecology;
- develop a proposal outline that Solar developers would follow while preparing their proposals;
- assist the entities in evaluating proposals; and
- provide a guidance document explaining the basics of the contract for each entity that includes directions, impact, and risk for integrating a solar PPA with existing supply contracts or methods.

3.4 Project Timeline: The prospective consultant shall provide a suggested project timeline that includes a sufficiently detailed account of time to be expended on all major project tasks and subtasks. Every effort shall be made to complete all project tasks in the shortest amount of total elapsed time practical.

The project schedule is to be provided in terms of weeks from contract execution.

Provide the estimated number of hours for each individual who will be performing work on this project, relative to each major project task, phase, and the total project.

4 Instructions and Requirements

4.1 Submittal Requirements

- A. **Schedule of Events:** The Group anticipates that the schedule of events in connection with this RFP will be approximately as set forth below. 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.

Event Anticipated Dates:

- RFP Available: *May 14, 2021*
- Deadline for questions related to RFP: *June 4, 2021*
- Final Response to Questions: *June 11, 2021*
- Proposals Due: *June 29, 2021 @ 3:00pm EST*
- Proposal Opening: *June 29, 2021 @ 3:15pm EST*
- Selection of Finalists: *July 16, 2021*
- Interview with Finalists: *July 23, 2021*
- Tentative Selection of Firm: *July 30, 2021*
- Negotiation with Firm: *September 2021*
- Board Consideration of Contract Award: *October 11, 2021*

- 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 - Energy Services Consultant". 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 – Energy Services Consultant."

- C. **Method of Delivery:** A sealed and labeled envelope of each Firm's Proposal will be accepted until 3:00 p.m. (EST) on June 29, 2021. Proposals received after this date and time will not be considered and will be returned to the respondent unopened.
- 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 *contact person* as described in Section 1.1. The e-mail subject line of each such question should be specified as “Questions Regarding RFP for Energy Services Consultation.”
- 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.
- 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 June 4, 2021. 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:** All respondents must meet the minimum qualifications described in Section 2.3 to have their proposals considered. 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 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, 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 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 A. The FTA requirements must be included in all contracts Centre Area Transportation Authority, one of the participating entities, participates in.

5 Evaluation Criteria

Evaluation Criteria

- A. **General:** Each Response must be in writing and should be concise, well organized, and tailored to this RFP. Each response shall demonstrate the Firm's understanding of the Group's stated goals and objectives. Firms will be evaluated based on the information submitted in accordance with the Scope of Services (Section 3) together with other information as may be available to the Group. Responses must include all of the information specified in Section 3 and be set forth in the same order as outlined therein.
- B. **Executive Summary:** Include an overview of the Response (maximum one page) describing the highlights of the Response, specifying the name, title, address, telephone number, and e-mail address of a single Firm representative to contact regarding the Response.
- C. **Firm Information:** Specify or provide all the following information:
- Legal name and address of Firm
 - Name and address of the Firm's principal place of business
 - Firm's legal form of entity (sole proprietorship, partnership, corporation, joint venture, etc.) and state of incorporation or other organization. If Firm is a joint venture or partnership, identify all members of the joint venture or partnership and provide all information required pursuant to this section for each member.
 - Evidence that Firm is authorized to conduct business in the Commonwealth of Pennsylvania. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.
 - Certificate(s) of Insurance identifying the Firm's current insurance coverage to include coverage for commercial general liability (additional insured status required), professional liability, worker's compensation, employer's liability, vehicle and umbrella.
 - If company is a subsidiary or affiliate of another company or companies, identify such other company or companies and if they are an EPC, Engineering Procurement Construction Firm.
 - Disclosure of potential conflicts of interest arising from financial relationship with potential developers or any Group member.
- D. **Firm's Relevant Qualifications and Experience:** Provide all the following information, as applicable.
- Please mark "N/A" only if such information/experience is non-existent:
- Number of years Firm has been engaged in energy engineering
 - Number of qualified and accredited staff available to support the Group projects with accreditations listed
 - Number of PPAs & SPPAs completed by Firm in past 5 years

- Number of PPAs & SPPAs completed by Firm in past 5 years that served the MUSH sector
- Total capacity in kilowatt hours (“kWh”) production from all renewable energy PPAs signed by Firm’s clients over the last 5 years. Identify and present a subtotal for MUSH sector clients.
- Total estimated amount of avoided carbon dioxide equivalent from all renewable energy PPAs signed by Firm’s clients over the last 5 years. Identify and present a subtotal for MUSH sector clients.
- Percentage of PPAs pursued with Firm’s assistance that have been signed
- Number of energy projects for which the Firm has secured external funding via grants or other means that have reduced costs for clients
- Evidence of experience in environmental systems management or cooperation with conservation or similar organizations
- Evidence of experience in developing and maintaining educational programs with local government and school districts
- Other relevant experience in the sustainable energy field, i.e. electric vehicles and EV infrastructure, green building projects, energy conservation, etc.

E. **Project References:** Provide three (3) references related to similar energy engineering services provided in the last five years, including for each:

- Customer name and contact information
- Exact role Firm performed for project
- Type of project
- Location of project
- Date installed and date deemed operational
- Project costs (if able to be disclosed) and annual energy production in annual kWh

F. **Proposed Firm Team:** Provide all of the following information:

- Name of Firm’s proposed project manager and a description of such person’s experience as relevant to the Group’s proposed energy projects
- Names of team members who would be dedicated to the Group’s energy projects.
- Organizational chart. Identify the project manager and team members directly responsible for key elements of the proposed scope of work, and team member(s) designated to provide presentations to project stakeholders. The proposal must specify the key personnel to be assigned to various aspects of the project and the extent of their participation in person-hours.
- Brief description of team’s ability to implement a successful energy program (history, performance of similar scope of services, etc.)
- Resumes for key members of the Firm’s proposed team, including key personnel of any subcontractors that Firm proposes to use (resume package may be submitted as an attachment to the Response)
- Describe each circumstance in which the Firm ever had a contract terminated for cause or convenience and include the reasons for termination

- G. **Firm's History:** Indicate whether there has been, within the preceding five years, any occurrence of the situations described below and, if yes, then describe in detail the circumstances surrounding each such situation and the outcome. Failure by a Firm to disclose any such situations may result in a determination that the Firm is ineligible to bid on, contract for, or perform any work in connection with any future Group projects.

Each Firm must disclose each of the following:

- Debarment (of either the Firm or any of its principal officers or owners) by any Federal, State, County, Municipal or other local agency
- Involvement as a party in any litigation, arbitration or mediation associated with an energy project (not including any action filed to validate a transaction)
- Any convictions of the Firm or any of its principal officers or owners for violation of any Federal or State antitrust law (e.g., bid rigging, collusion, conspiracy or otherwise restricting competition between bidders) or other law relating to bidding or performance of public works
- Determination by a governmental or public authority, which became final or unappealable, that the Firm or any of its principal officers or owners: (i) knowingly concealed any deficiency in the performance of any contract or project; (ii) falsified any information or made deceptive or fraudulent statements in connection with any contract or project; or (iii) willfully disregarded applicable laws, regulations, rules or contractual requirements in connection with any contract or project
- The Firm has filed any claims and/or lawsuits against any public agencies in connection with any contracts or projects of such public agencies and, if yes, identify the public agency and describe the nature and the outcome of such claim and lawsuit.

Failure by a Firm to disclose any such claims and/or litigation may result in a determination that the Firm is ineligible to bid on, contract for, or perform any work in connection with the Group's projects.

- H. **Work Samples:** Provide one (1) sample work product relevant to the proposed scope of services identified in Section 3 with a brief explanation.
- I. **Scope of Work:** This must include a statement that summarizes the team's understanding of the support services being proposed, with specific reference to the services described in the Scope of Services (Section 3). Include the process, scope, and commitment points to be used for completing the project, the project timeline and any other information needed to evaluate the proposed work plan.
- J. **Fee Structure and Reimbursable Expenses:** In a separate, sealed envelope, one (1) original, one (1) copy and one (1) digital copy of a price proposal for the work specified. The price proposal is to be structured relative to each major project task, phase, and the total project. It should include fixed fees by component of work; the names, titles, and hourly rates for all personnel involved in the project; the estimated number of person-hours per task and subtask; documentation of each firm's approved overhead rate with documentation of how the rate was calculated and approved; clear presentation of price of DBE work (see Page 27); and any and all other costs relevant to the conduct and completion of the project, with notes and

narrative as appropriate. The price proposal will not be opened unless your firm is in the competitive range after evaluations.

Note: SCASD will reimburse reasonable expenses at-cost in accordance with the current federal reimbursement schedule.

6 Advertisement for Proposals

The State College Area School District (SCASD) on behalf of the Centre County Intergovernmental Solar Power Purchase Agreement Working Group, invites the submission of Proposals from energy service consultant firms to provide technical, legal and financial advice on a grid-tied utility scale solar project.

Sealed Proposals will be received until 3:00 pm EST on June 29, 2021 by Randy Brown, Finance and Operations Officer, State College Area School District, 240 Villa Crest Drive, State College PA 16801. Proposals will be opened at 3:15 pm prevailing time on June 29, 2021 at a public meeting at State College Area School District, 240 Villa Crest Drive, State College PA 16801.

Information and detailed requirements may be obtained from: www.scasd.org [Our District | Bidding Opportunities].

SCASD may accept or reject any or all Proposal or hold all proposals for a period of one hundred and twenty (120) days.

Publish: *May 14 and May 19 of 2021*

7 Appendix A

Federal Transportation Agency requirements: Page 13 - 31

STANDARD FEDERAL CLAUSES

Single Bid/Proposal - In the event a single bid/proposal is received, the Group may conduct a price and/or cost analysis of the proposal. A price analysis is the process of examining the 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 GROUP to conduct a cost analysis of the 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 RFP 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.

Proposal Compliance - All 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 Request for Proposal. If the proposer intends to submit a proposal containing "approved equals" or "deviations" from specific requirements of the specifications, the proposer must request such approvals by the date and in accordance with procedures specified for this solicitation. Approval of such request is solely at the Group's discretion. Proposals may be submitted with such "approvals", "approved equals", or "deviations" only if specifically approved by the Group in writing, prior to the proposal opening date. Each proposal must be accompanied by documentation of the Groups "approvals" for that proposal. The Group shall notify other prospective proposers of any such "approvals." Unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a proposal may result in rejection of the proposal on the grounds that it is non-responsive.

Errors and Omissions - Any proposed change in this Solicitation shall be submitted to the Group 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 the Group.

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

Withdrawal of Proposals - Proposals may be withdrawn upon written request received by the Group prior to the time fixed for opening bids or submitting proposals. No proposal may be withdrawn for one hundred and twenty (120) calendar days after the time set herein for the public opening and reading of bids or after the proposal submission deadline, as appropriate, without the Group's written consent.

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

Inspection - In the case of proposals, proposers may inspect all proposals after tabulation.

Payment Terms - The Group will pay the Contractor as specified in the contract, proposal or bid document.

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

Points of Contact - All communications, contracted items, contracts, document submittals and correspondence shall take place between the Group's contact person or his designee and the designated representative of the successful proposer, who shall thereafter be referred to as "points of contact". Furthermore, in certain projects, and where required by the proposal, the Contractor's point of contact shall be designated as the contact person and may not be changed without the prior approval of the Group.

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 the Group 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, the Group 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 act, or refuse to comply with any the Group requests which would cause the Group 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 the Group on any basis other than competitive bidding, the Contractor agrees to permit the Group, 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 the Group, 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.

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, expect to identify the subcontractor who will be subject to the provisions.

Indemnification - The Contractor covenants and agrees to indemnify and hold harmless GROUP, 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/subconsultants. 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/subconsultants.

Severability - If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby provided the remainder of the Contract 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 the Group.

Interest of Public Officials - No member, officer or employee of the Group 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 A 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.

Cargo Preference and Fly America –

- a) **Cargo Preference** - Use of United States - Flag Vessels - The bidder/proposer agrees:
- (i) to use privately owned U.S.-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for U.S.-Flag commercial vessels
 - (ii) to furnish, within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to: Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to GROUP (through the contractor in the case of a subcontractor's bill-of-lading.)
 - (iii) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
- b) **Fly America** - The Contractor agrees to comply with 49 USC 40118 (Fly America Act) in accordance with General Services Administration regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Efficiency and Conservation - Vendors/contractors agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 et seq).

Recycled Products/Recovered Materials - For contracts/subcontracts for purchase of items designated by the EPA under Subpart B of 40 CFR Part 247, the Contractor agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C.

6962), including but not limited to regulatory provisions of 40 CFR Part 247, and Executive Order 12873.

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.
- 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 Group 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. The Group 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 the Group 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 the Group deems appropriate.

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

- 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 the Group. 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 the Group 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 the Group to make a determination. The decision to allow a delay or postponement shall rest solely and exclusively with the Group.

Absent written approval from the Group for a delay or postponement, and upon receipt by the Group of written notification from the subcontractor that prompt payment requirements have not been met, the Group 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 the Group. The Group 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 on the Basis of 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;

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** – The Group 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. The Group 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 the Group, for work performed or for services rendered or for items delivered, up to the time of termination. The Contractor shall promptly submit to the Group a termination claim for its costs and the parties shall negotiate the termination settlement to be paid the Contractor. The Contractor shall account for any property in its possession paid for from funds received from the

Group, belonging to the Group or supplied to the Contractor by the Group, and shall dispose of such property in the manner the Group 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, the Group 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 the Group 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, the Group 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 the Group 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 the Group.

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

Should GROUP elect to waive its remedies for a breach by Contractor of any covenant, term or condition of the Contract, the Group'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 - The Group 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.

Environmental and Resource Conservation Requirements (Clean Air, Clean Water, etc.) -

- a) The Contractor agrees to comply with applicable federal laws, guidelines, standards, orders, regulations or other directives regarding environmental and conservation requirements as they are currently in effect or as may be issued in the future by the EPA, FHWA and other federal agencies. Provisions which may apply include, but are not limited to: National Environmental Policy Act of 1969, 42 USC 4312 et seq.; Clean Air Act as amended, 42 USC 7401 et seq. and relevant portions of 29 USC; Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and relevant 12 USC); Resource Conservation and Recovery Act as amended, 42 USC 6901 et seq.; Comprehensive Environmental Response, Compensation, and Liability Act as amended, 42 USC

9601 et seq.

- b) Contractor agrees to report each violation to the Group and understands and agrees that the Group will, in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office
- c) The Contractor also agrees to include these requirements in each subcontract of \$100,000 or more which are financed in whole or in part with Federal assistance provided by FTA.

In addition, regulations specific to particular areas of concern which may apply include:

- 1) *Environmental Protection* - Federal Transit Act as amended, Section 14, 49 USC 1610; Council on Environmental Quality regulations, 40 CFR Part 1500 et seq.; joint FHWA/FTA regulations "Environmental Impact and Related Procedures, 23 CFR Part 771 and 49 CFR Part 622.
- 2) *Air Quality* - Applicable requirements of EPA regulations "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved under Title 23 USC or the Federal Transit Act," 40 CFR Part 51 Subpart T; "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93.
- 3) *Use of Public Lands* - No publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state or local significance, as determined by federal, state or local officials having jurisdiction thereof, or any land from an historic site of national, state or local significance may be used under this Contract unless specific findings required by 49 USC 303 are made by the U.S. Department of Transportation.

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 the Group 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 the Group.

Breaches and Dispute Resolution - All contracts of \$100,000 or more, and contracts of a lesser amount as the Group 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. Any disputes shall be adjudicated in a non-jury format.

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

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 the Group 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.

Conformance with ITS National Architecture - ITS projects shall conform to the National ITS Architecture and standards in accordance with the requirements contained in this part. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

Drug and Alcohol Testing - FTA's & US DOT's drug and alcohol rules, 49 CFR 655 and CFR Part 40, respectively, are unique among the regulations issued by FTA. Contractor must comply with 49 CFR Part 655 (FTA – Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations) and 49 CFR Part 40 (US DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 655 and 40. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its sub recipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

**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, the Group 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 the Group 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). The Group 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 the Group.
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 the Group, under

Paragraph 4 of these instructions, the Group 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, 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

PROPOSER NON-COLLUSION CERTIFICATION

THIS DOCUMENT MUST BE NOTARIZED AND RETURNED WITH ALL PROPOSALS.

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

1. If the 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 Proposer is the parent company, complete only Section 2.

I, _____, _____
 (typed name - authorized official) (title)

for _____, the Proposer,
 (executing agent)

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

 (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 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 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

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

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

Policy Statement: The Centre Area Transportation Authority (entity in the Group) 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, the Group 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 the Group'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 proposer must provide to the Group, 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 proposal. Additionally, the proposer should indicate the DBE status of any such firms, if known. This information will be used by the Group to develop a proposer list, as required by the Group'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 certificate

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

- IF THERE IS A CONTRACT GOAL, the proposer 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 proposer, 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 proposer 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 proposer.

___ 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.

ATTACH a page describing all efforts made; the Group 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 Proposal

Date

Typed Name and Title

Signature of Authorized Representative

**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 the Group 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 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.

Proposer Authorized Representative

Date