

CENTRE AREA TRANSPORTATION AUTHORITY (CATA)

REQUEST FOR PROPOSALS COMPENSATION STUDY

October 18, 2017

Centre Area Transportation Authority (CATA) is soliciting proposals to obtain firm fixed price proposals for consulting services to conduct a comprehensive Classification and Compensation Study and from the study to provide a recommended Classification and Compensation plan that is fair and competitive in the market place, in accordance with the requirements of this Request for Proposals (RFP), as explained and presented in the following sections:

- Section A - General Information
- Section B - Scope of Services Required
- Section C - Evaluation of Proposals
- Section D - Instructions & Requirements
- Section E - Standard Clauses, Assurances, Certifications, and Required Forms & Addendum Log
- Appendix A - Protest Procedures

Firms may also view and/or download proposal documents on the CATA website at <http://catabus.com/AboutCATA/Business/Procurement/index.html>. However, **firms must register by providing company contact information via email to Procurement Specialist Jaime Richard at jrichard@catabus.com, in order to submit a proposal or to receive addenda or other correspondence. Having registered with CATA for any prior solicitation does not qualify; separate registration is required each time.** All other correspondence, including requests for clarifications, should be made in writing to Jaime Richard, Procurement Specialist, 2081 W. Whitehall Road, State College, PA 16801 or by emailing jrichard@catabus.com. When two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture.

All applicable federal and state regulations and requirements, including but not limited to third-party contracting provisions, apply to this solicitation.

All questions or requests for clarification must be received by CATA no later than **2:00 p.m. (EST) on Friday, October 27, 2017**. An addendum will go out to all registered firms answering any questions received no later than 2:00 pm (EST) on Wednesday, November 1, 2017.

Sealed proposals marked "CATA - RFP – COMPENSATION STUDY" will be accepted until **2:00 p.m. (EST) on Friday, November 10, 2017**. Proposals received after this date and time will not be considered and will be returned to the respondent unopened. All proposals must remain in effect for sixty (60) calendar days from the bid opening.

CATA reserves the right to reject any and all proposals as it deems to be in its own best interests.

SECTION A GENERAL INFORMATION

1. One original and three (3) copies of the proposal are required. All signatures in the proposal must be of an individual authorized to represent and legally bind the firm to the terms and conditions included herein.
2. Packages should be typed, preferably double-spaced, and submitted on 8-1/2" x 11" paper with all pages sequentially numbered and either stapled or bound. Instructions & Requirements, Section E, provides specific details of what is required. Proposals that are incomplete or not submitted in the required format may be considered unresponsive and may be rejected without further consideration.
3. All questions, notification of apparent omissions, discrepancies or errors, and requests for clarification of the specifications and other requirements of this RFP shall be submitted in writing to Mrs. Jaime Richard, Procurement Specialist at 2081 West Whitehall Road, State College, PA 16801
4. Questions and requests for clarification must be received not later than **2:00 p.m. (EST) on Friday, October 27, 2017**. CATA's responses to such questions and requests for clarifications will be made in writing via an Addendum not later than 2pm (EST) on Wednesday, November 1, 2017 to each firm in receipt of the RFP. All questions and requests for clarifications received after the stated date and time will not be considered. Any changes to the RFP will be made only by written addendum issued by CATA to each registered firm. CATA will not be responsible for, and shall not entertain, any changes, explanations, interpretations or clarifications issued in any other manner or by another party. **Respondents must acknowledge receipt of each addendum on the Addendum Log included in this RFP.**
5. All proposers must meet the minimum qualifications described in Section D. Proposals submitted by individuals or firms that do not meet these requirements will not be considered.
6. Completed proposals, including all attachments and required forms, information and other material specified herein, must be delivered in a sealed envelope, box or other appropriate package, to include the name and address of the respondent and marked "CATA - RFP – COMPENSATION STUDY" and must be received by CATA no later than **2:00 PM (EST) on Friday, November 10, 2017**. Proposals may be hand-delivered or mailed, but proposals received after the deadline for any reason will not be considered and will be returned unopened. **Proposals may not be submitted via fax or email.** Proposals must be submitted to Jaime Richard, Procurement Specialist at 2081 W. Whitehall Road, State College, PA 16801.

The basis for award and method for selection of the successful respondent will be competitive negotiation, using the weighted factors/criteria shown in Section C. CATA reserves the right to select an individual or firm directly from among the proposals submitted, to enter into negotiations with two (2) or more qualified respondents, or to reject any and all proposals received as it deems in its best interest. This RFP does not constitute a binding offer of award for services.

7. Proposals that are submitted prior to the deadline for receipt of proposals may be withdrawn any time prior to that deadline, by written notice, executed by the respondent's authorized representative, or in person by an authorized representative of the respondent upon presentation of proper identification. The withdrawal of a proposal shall not prejudice the right of a respondent to submit a new proposal, provided that it is received by the deadline for receipt. After the deadline for receipt of bids, no bid may be withdrawn for a minimum of sixty (60) calendar days from the deadline.
8. This procurement will be financed in part by federal and state grants. All applicable clauses and requirements for third-party contracts and other requirements of those grants, as well as all other applicable federal, state, and local laws, ordinances and regulations affecting the conduct of the work, or

which apply to employees or subcontractors employed for this project, shall apply and will be incorporated into the contract for the work issued by CATA to the selected firm.

All respondents will be notified of the outcome of the selection process in writing at the time of final selection. Following selection of a firm, a contract for specified services shall be issued by CATA. Each proposal shall be submitted with the understanding that CATA's selection of a proposal shall result in a contract between the successful respondent and CATA, which shall bind the respondent to furnish the services specified in the proposal and in complete accordance and agreement with the specifications, terms and conditions, and other requirements detailed in the RFP or subsequently amended or negotiated. This RFP does not constitute a binding offer of award for the required services and all costs incurred in the development, submission and evaluation of a proposal will be the sole responsibility of the proposer. In no case shall CATA be liable for such costs incurred by any respondent prior to execution of a contract.

9. Any proposal information that the proposer considers confidential, proprietary or a trade secret must be clearly identified as such in the proposal. Proposals will not be publicly opened and will be kept confidential during the review process. However, once an award has been made, the proposals, or portions thereof, and the results of the evaluation, or portions thereof, may be considered public records and may be subject to requests for information under the Freedom of Information Act, Pennsylvania "Sunshine Laws," Pennsylvania's Right to Know Law or any other applicable legislation or requirement. Each page of the proposal that the proposer considers to be confidential, a trade secret or proprietary must be so stamped in the initial submission of the proposal in order to be considered as such. (Material that is available on websites, in sales brochures or otherwise available to the public should not be so identified, as a determination that such information is confidential, proprietary or a trade secret cannot be made.) While CATA will respect confidential, trade secret or proprietary data within legal constraints, such information may also be considered as public record and will be released by CATA if required by law.

SECTION B

SCOPE OF SERVICES REQUIRED

The Centre Area Transportation Authority (CATA) is soliciting proposals to obtain firm fixed price proposals from qualified proposers for consulting services to conduct a comprehensive Classification and Compensation Study and from the study to provide a recommended Classification and Compensation plan that is fair and competitive in the market place. All positions must be classified and valued fairly for the type of work and level of skill required. The new plan should include job classifications, and salary/hourly rate ranges for each classification. The consultant will survey all classifications under the existing compensation system, which are currently assigned to one of 30 grades. The study should also recommend the total number of salary grades required as well as a minimum and maximum salary range for each.

The project will include:

- An overall evaluation of CATA's current total salaried/hourly non-represented compensation system and recommendations for changes to that system;
- A comparison of CATA's total compensation system with that of other competitors in CATA's local labor market and other transit agencies of similar size providing similar services
- A recommendation for restructuring/revising CATA's job classification system for all administrative classifications
- A plan, timeline and communication tools for implementing proposed changes

Required Tasks of the Consultant

A. Compensation Study

- Assess CATA's current compensation program for non-represented salary and hourly positions.
- Work with CATA's leadership team to develop a compensation philosophy, in consideration of CATA's strategic plan and policy level goals from the CATA board of directors, which include the attraction and retention of exceptional employees.
- Develop and review with CATA's leadership team the methodology and survey instrument to be used prior to commencing the accumulation of data.
- Review and rank CATA's current total compensation practices and salary structure against those of local public agencies (minimum of three), geographically appropriate private sector employers (minimum of three) and comparable transit agencies (minimum of three).
- Recommend a salary structure for administrative employees that includes grade differentials, range spreads and includes separate incentive compensation plan options if appropriate based on market data.
- Review the retirement plan and other benefits provided by CATA and include recommendations on how the value of these benefits should be factored into the total compensation package for each position.
- Recommend where each of CATA's current administrative positions should fall within the recommended structure, assuring internal equity.
- Collect data as to FLSA (Fair Labor Standards Act) status of all surveyed positions.
- Establish a trend line in accordance with CATA's compensation philosophy (i.e., where CATA wants to be in relation to salary ranges in the area and industry). Make recommendations on whether to lead, match, or lag the market and the classifications that fall in each of those categories.
- Provide an analysis of the financial impact on the CATA budget for the new classification and compensation plan.

- Provide a comprehensive plan for implementation and maintenance of the plan, independent of the consultant, including a suggested timeline, any necessary training, rules, policies, procedures, documentation and tools for communicating the organization's new compensation philosophy and plan to current employees, as well as "marketing" the plan to potential employees.
- Provide a plan for keeping the compensation study up-to-date by means of periodic market studies. The plan should include suggested timelines and classifications that could be designated for benchmarking.
- Schedule and attend regular meetings to provide progress reports to the director of human resources, assistant general manager for operations, and general manager.
- Resolve any inconsistencies in the survey data and be prepared to discuss the survey data and study recommendations during a presentation of the draft results to CATA's leadership team.
- Present the final study results and recommendations to the CATA board of directors at one of their monthly meetings; be prepared to attend additional meetings of the board of directors as requested.
- At the completion of the study, provide all working papers, position questionnaires, survey data and related materials to CATA, to become CATA's property.

SECTION C EVALUATION CRITERIA

All proposals will be rated on the criteria below by a panel of evaluators. Proposals may be awarded a maximum of 100 points on all criteria. Points assigned by each evaluator on each criterion will be added to obtain the total points awarded by each evaluator; these totals will be averaged for all evaluators to obtain a final score for each proposal.

CATA reserves the right to select an individual or firm directly after review of all proposals or to enter into competitive negotiation with two (2) or more qualified respondents whose proposals are determined to be in the competitive range, based on the evaluation results. If negotiations are conducted, all selected respondents will be notified in writing of the deadline to submit best and final offers for required services.

CRITERIA LISTED IN ORDER OF RELATIVE IMPORTANCE, MOST HEAVILY WEIGHTED LISTED FIRST

Technical Proposal

1. **Qualification of the Firm** Maximum 40 points
Demonstrated relevant prior experience and ability of the firm to perform the required work, taking into particular account the quality and relevance of similar projects recently completed by the firm and information obtained from all references.

2. **Understanding of the Project/Work Plan** Maximum 40 points
The firm's understanding of the objectives of the project and the nature and scope of the work involved, as demonstrated from the overall proposal and sample results (reports) for similar projects.

Price Proposal

3. **Reasonableness of Cost** Maximum 10 points
The price proposal should include the proposed prices separately with each of the three tasks outlined in Section B.

PRICE PROPOSALS SHOULD BE IN A SEPARATE, SEALED ENVELOPE TO BE TAKEN INTO CONSIDERATION ONLY AFTER THE EVALUATIONS OF THE ABOVE CRITERIA.

SECTION D
INSTRUCTIONS & REQUIREMENTS

PROPOSAL REQUIREMENTS (MINIMUM QUALIFICATIONS)

The following information must be submitted with proposals in order to be considered for award.

- A. Price Proposal in a separate, sealed envelope
- B. Respondents have provided similar market research services to the public and have been actively doing so for at least three years prior to the date of submission of their proposal.
- C. Complete and return all required forms in Section E.
- D. Respondents may submit any other information relevant to evaluation of the proposal.

SECTION E
STANDARD FEDERAL CLAUSES, ASSURANCES, CERTIFICATIONS,
AND REQUIRED FORMS AND ADDENDUM LOG

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 IFB/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.

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.

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 will pay the Contractor as specified in the contract, proposal or bid document.

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

Points of Contact - All communications, contracted items, contracts, document submittals and correspondence shall take place between CATA's General Manager or his designee and the designated representative of the successful bidder/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 Project Principal and may not be changed without the prior approval of CATA.

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 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.

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/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 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 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 CATA (through the contractor in the case of a sub-contractor'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 subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by

the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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 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.

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 on the Basis of Handicap in Programs and Activities Receiving or Benefiting 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 - 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 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.

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 CATA and understands and agrees that CATA 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 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.

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.

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 subrecipients 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, 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, 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

BIDDER/PROPOSER NON-COLLUSION CERTIFICATION

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 _____

**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 - need current certificate
				Yes - have current certificate *

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

2. **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.

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 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 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 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.

Bidder Authorized Representative

Date

ADDENDUM LOG

The undersigned acknowledges receipt of the following amendments to the documents:

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum# _____ Date: _____

Addendum# _____ Date: _____

Failure to acknowledge receipt of all addenda may cause the bid to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the proposal.

Company Name: _____

Authorized Representative: _____

Title: _____

Date: _____

Signature: _____

APPENDIX A

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 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/proposers 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) working days of the date the protester knew or should have known of the violation, in accordance with FTA Circular 4220.1D, 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.