



INVITATION FOR BID

for

Replacement of Burners and Components on 2 Rapid Air Make Up Units

CENTRE AREA TRANSPORTATION AUTHORITY

2081 WEST WHITEHALL ROAD

STATE COLLEGE, PENNSYLVANIA 16801

January 29, 2012

CENTRE AREA TRANSPORTATION AUTHORITY

Invitation for Bid

Replacement of Burners and Components on 2 Rapid Air Make Up Units

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**CENTRE AREA TRANSPORTATION AUTHORITY
INVITATION FOR BID**

The Centre Area Transportation Authority (CATA) is seeking bids from qualified firms for:
Replacement of Burners and Components on 2 Rapid Air Make Up Units

Sealed bids marked "CATA IFB - **Replacement of Burners and Components** " will be accepted until 2:00 p.m. local time on Wednesday, February 29, 2012 when bids are scheduled to be opened and publicly read at the address shown below. Bids received after this day and time for any reason will not be considered and will be returned to the bidder unopened. All bids must remain in effect for sixty (60) calendar days from the bid opening.

Requests for bid documents and bid submissions should be directed to Jaime Miller, Purchasing Coordinator, CATA, 2081 W. Whitehall Road, State College, PA, 814-238-2282 x 164, e-mail to jmiller@catabus.com. Firms may also view/download bid documents at www.catabus.com, under "Announcements". However, firms must register on the website where indicated in order to bid or to receive addenda or other correspondence.

Correspondence or questions should be directed to Mark Kutzer, Director of Maintenance, at the above address, 814-238-2282, x 160, e-mail to mkutzer@catabus.com.

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

CATA reserves the right to accept any bid/proposal, to reject any or all bids/proposals, to postpone bid opening date/proposal award, or to award a contract on such basis as CATA deems to be in its best interest.

Hugh A. Mose
General Manager

BID FORM

This document must be completed, signed and submitted with all bids.

The undersigned, being cognizant of the pages, documents and attachments contained herein or subsequently added or made a part hereof, agrees to furnish to CATA the specified items for the unit price(s) and total sum stated. 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, and such taxes shall not be included in the bid price. The successful bidder/proposer is responsible for reviewing and complying with all applicable Commonwealth of Pennsylvania tax requirements.

All bids shall remain in effect for sixty (60) calendar days subsequent to bid opening.

The undersigned acknowledges receipt of the following addenda to the Invitation for Bids:
(if applicable)

Addendum No. ____, dated _____ Signature _____
Addendum No. ____, dated _____ Signature _____

BID

All prices shall include delivery to CATA at the above address, installation and all other services required to fully complete the project.

Total price \$ _____

FIRM: _____

ADDRESS: _____

SIGNATURE: _____ DATE: _____

PHONE: _____ FAX: _____ E-MAIL: _____

SECTION 1

1.0 SCOPE

- 1.1 This solicitation provides for the purchase and installation of two (2) Natural Gas fired burners and all other items, equipment and/or services as specified in Section 3 of this IFB. The Contractor shall be solely and completely responsible for furnishing the equipment and for any other required tasks so as to meet these specifications in every aspect. CATA shall not accept any equipment which does not meet these requirements.
- 1.2 This IFB, with all pages, documents and attachments contained herein or subsequently added or made part hereof, submitted as a fully and properly executed Bid, shall, upon notification of award by CATA, become part of the contract between CATA and the successful bidder. This purchase will be financed in part by grants through the Federal Transit Administration and/or the Commonwealth of Pennsylvania; all applicable federal and Commonwealth of Pennsylvania clauses and requirements, including, but not limited to, those pertaining to third party-contracts, are hereby incorporated into and made part of this IFB and the contract which will be executed between CATA and the successful bidder.

SECTION 2

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 Bid Submission - Bids must be submitted on the form provided. Bids submitted in any other form will be considered non-responsive and may be rejected. Each bid will be submitted with the understanding that the acceptance in writing by CATA of the offer to furnish any or all of the work described herein, shall be the basis on which a contract between the successful bidder and CATA will be executed and which shall bind the successful bidder (Contractor) to furnish and deliver the required equipment and services at the bid price and in complete accordance with the bid specifications.

In order to be deemed responsive, each bidder must supply with his/her bid the following forms, attachments, certifications and other required information:

1. The complete INVITATION FOR BIDS packet, including Bid Proposal Form and responses to all items as required.
2. Statement and description of bidder's product liability insurance
3. Debarment Certification (P. 14)
4. Lobbying Certification (P. 15)
5. Non-Collusion Certification (P. 16)
6. All required submissions listed in Section 3.1
7. Federal and/or Commonwealth Nondiscrimination Clauses (Appendix A)
8. DBE Certification (Appendix B)

THE BID, CONSISTING OF ALL REQUIRED ITEMS, IS TO BE SUBMITTED IN A SEALED ENVELOPE, MARKED "CATA - IFB - **Replacement of Burners and Components**"

2.2 Determining Successful Bidder - The responsive and responsible bidder supplying the lowest total price for the items specified shall be awarded a contract resulting from this IFB. CATA reserves the sole and exclusive right to evaluate the bidder's financial responsibility and condition, ability to meet or exceed performance requirements, and business practices in determining responsibility.

2.2.1 Bid Security Deposit - Not applicable.

2.2.2 Performance Bond - Not applicable.

2.2.3 Liquidated Damages - Not applicable.

2.2.4 Delivery Schedule - All work must be completed and accepted not later than 90 calendar days from "Notice to Proceed"

2.2.5 Payment Schedule - The CONTRACTOR shall invoice CATA for the full amount due within thirty (30) calendar days of CATA's acceptance of the equipment, services and other items required herein. CATA shall make full payment of said invoice within thirty (30) calendar days of its receipt of the invoice.

STANDARD CLAUSES

Note: Standard clauses are separated into those applicable to all contracts and additional clauses applicable to specific situations (e.g., contracts over \$100,000). Contractors should identify and review all applicable clauses.

ALL CONTRACTS

2.3 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.

2.4 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.

2.5 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.

2.6 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.

2.7 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.

- 2.8 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..
- 2.9 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.
- 2.10 Inspection** - In the case of bids, bidders may inspect all bids after tabulation.
- 2.11 Payment Terms** - CATA will pay the Contractor as specified in the contract, proposal or bid document.
- 2.12 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
- 2.13 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.
- 2.14 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.
- 2.15 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 unreconcilable conflict between Federal and State or local requirements, CATA shall inform the FTA in order that appropriate resolution may be arranged.

2.16 Incorporation of Federal Transit Administration (FTA) Terms - These clauses include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation, whether or not expressly set forth in this solicitation and/or the contract which may result. All contractual provisions required by the Department of Transportation, as set forth in FTA Circular 4220.1E and in the Master Agreement between CATA and the FTA, 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 in this solicitation and/or the contract which may result. The Contractor shall not perform, or fail to perform, any act, or refuse to comply with any CATA requests if doing so would cause CATA to be in violation of FTA terms and conditions.

2.17 No Obligation by the Federal Government - CATA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in, or approval of, the solicitation or the subsequent contract award, without 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 CATA, the Contractor, or any other party (whether or not a party to the contract) pertaining to any matter resulting from the contract. The Contractor agrees to include this clause, unmodified except to identify subcontractors who will be subject to its provisions, in each subcontract financed in whole or in part with Federal assistance by FTA.

2.18 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.

2.19 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).

2.20 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, shall apply. Upon execution of a 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 contract and FTA-assisted project for which contract work is performed. In addition to other penalties that may apply, 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 penalties of Program Fraud Civil Remedies Act of 1986 on Contractor to the extent it deems appropriate.

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

The Contractor agrees to include these clauses, unmodified except to identify subcontractors who will be subject to the provisions, in each subcontract financed in whole or in part by federal assistance from FTA

- 2.21 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.
- 2.22 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.
- 2.23 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.
- 2.24 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.
- 2.25 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.

2.26 Protest Procedures- Appendix C 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.

2.27 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 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 subcontractor's bill-of-lading.)

(iii) to include these requirements in all subcontracts issued under 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 must use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of personal effects or property, to the extent such service is available, unless travel by foreign air carrier is necessary, 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 Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2.28 Energy Efficiency and Conservation - Vendors/contractors shall recognize and comply with mandatory standards and policies relating to energy efficiency contained in State energy conservation plans issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 et seq).

2.29 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.

2.30 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.

2.31 Equal Employment Opportunity(EEO) - (see also Appendix A)

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.

2.32 Disadvantaged Business Enterprise (DBE) - (see Appendix B)

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.

2.33 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.

2.34 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.

CONTRACTS OF \$25,000 OR MORE

2.35 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.

**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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Signature of Contractor's Authorized Official _____

Typed Name and Title of Contractor's Authorized Official

Date

BIDDER/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 _____, 19_____.

Notary Public in and for the County of _____

My commission expires _____

SECTION 3

GENERAL DESCRIPTION, STATEMENT OF WORK, TECHNICAL SPECIFICATIONS

3.1 Required Submissions

- a. Shop drawings: Bidders must submit shop drawings for fabrication of equipment, as appropriate.
- b. Product data: Bidders must submit manufacturer's product data and installation details for each piece of equipment to be supplied.
- c. Maintenance data: Bidders must submit manufacturer's maintenance and service data for each piece of equipment to be supplied
- d. Warranties: Bidders must submit applicable warranty information for each piece of equipment to be supplied and, where covered by separate warranty, for each system component or sub-component.
- e. References: Bidders must submit references (firm, contact person and phone number) of at least 3 customers who have previously purchased the same or similar equipment as that which is specified in this IFB.

3.2 Statement of work MAU #1 Rapid Air Model #3154 Serial #909173

- _ Remove air handle from service
- _ Lock out and tag air handler
- _ Disassemble gas train assembly
- _ Remove burner assembly
- _ Remove and replace burner
- _ Remove and replace UV scanner
- _ Remove and replace igniter
- _ Reinstall burner assembly
- _ Reinstall gas train
- _ Remove and replace fresh air damper actuator
- _ Remove locks and tags
- _ Start monitor and check operation
- _ Place air handler back into service

3.2 Statement of work MAU #2 Rapid Air Model #3149 Serial #909172

- _ Remove air handle from service
- _ Lock out and tag air handler
- _ Disassemble gas train assembly
- _ Remove burner assembly
- _ Remove and replace burner
- _ Remove and replace UV scanner
- _ Remove and replace igniter
- _ Reinstall burner assembly
- _ Reinstall gas train
- _ Remove and replace high pressure gas switch
- _ Remove locks and tags
- _ Start monitor and check operation
- _ Place air handler back into service

COMMONWEALTH NONDISCRIMINATION CLAUSE

(Appendix A- All Contracts)

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.
3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor will be unable to meet its obligations under this nondiscrimination clause, contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.
8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.
10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Signature of Authorized Representative

Date

Typed Name and Title

**APPENDIX B - BIDDER/PROPOSER CERTIFICATION OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) COMPLIANCE (Page 1)**

(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:

None %

1. **IF THERE IS NO CONTRACT GOAL**, the bidder/proposer 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/proposer for any part of the work included in the bid/proposal. Additionally, the bidder/proposer 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.

2. **IF THERE IS A CONTRACT GOAL**, the bidder/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 bidder/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.

**APPENDIX B - LETTER OF INTENT TO PERFORM AS A
SUBCONTRACTOR OR SUPPLIER**

If the bidder intends to subcontract with one or more DBE firms for services or supplies, the bidder should 1) have the "Letter of Intent" completed by each DBE firm and then include the forms with the bid response and 2) complete the "Affidavit of Prime Contractor" regarding use of the identified DBE firms and include the affidavit with the bid response.

Project Description: _____

To: (Name of Prime Bidder) _____

The DBE status of the undersigned is confirmed with the attached documents verifying certification by an approved state Unified Certification Program.

The undersigned is prepared to perform the following work in connection with above project:

_____ at the following price: \$ _____

You, as prime bidder, have projected the following start date for such work, and the undersigned, as DBE subcontractor or supplier, projects completion of such work as follows:

Items	Projected Start Date	Projected Completion Date
_____	_____	_____
_____	_____	_____

_____ % of the dollar value of this subcontract will be sublet or awarded to other minority or non-minority contractors or suppliers.

The undersigned will enter into a formal agreement with you for the work identified above should you, as prime bidder, execute a contract with the Centre Area Transportation Authority.

(Name of DBE Firm)

Signature of owner Typed Name and Title Date

Signature of owner Typed Name and Title Date

Signature of owner Typed Name and Title Date

**APPENDIX B - AFFIDAVIT OF PRIME CONTRACTOR REGARDING DBE FIRMS PERFORMING
AS SUBCONTRACTOR(S) OR SUPPLIERS**

Description of Project: _____

In connection with the above contract, I HEREBY DECLARE AND AFFIRM that I am the

(Title) _____ and duly authorized representative of (Name of firm) _____

whose address is _____

and that I have personally reviewed the material and facts set forth in and submitted with the Notice of Intent to Perform as a Subcontractor or Supplier, including DBE eligibility applications or other certifications, by the DBE firm(s) of:

_____ dated _____

_____ dated _____

_____ dated _____

and I hereby declare and affirm that, to the best of my knowledge, information and belief, the facts and representations contained therein are true, correct and complete, and that no material facts have been misrepresented or omitted. I further declare and affirm that if awarded a contract, subcontracts with the above-named DBE firms will be executed, within three days of my receipt of the notice of award from Centre Area Transportation Authority, for not less than the dollar amounts, and in accordance with all other terms and conditions stated therein, all of which the DBE firms named above, which are parties thereto, have sworn to be in agreement with.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

Affirmed Date

On this ____ day of ____ 20__, before me, _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledged that he/she executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

(Notary Public)

My Commission expires: _____

CENTRE AREA TRANSPORTATION AUTHORITY
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

INFORMATION AND CERTIFICATION

A firm requesting certification as a DBE bears the burden of demonstrating, by a preponderance of evidence, that it meets the requirements of Part 26 for social and economic disadvantage (through group membership or individual status), business size, ownership and control. This attachment summarizes the regulation; a complete copy is included as Attachment G or may be requested from Ms. Judith Minor, CATA, 2081 W. Whitehall Road, State College, PA 16801, 814-238-2282, x 121.

With implementation of Pennsylvania's Unified Certification Program (UCP) in 2004, prospective DBE firms and those firms previously certified as DBE's by CATA or another agency or unit of government must be certified by one of the UCP's Certifying Agencies, listed below. Firms should contact one of these agencies to apply for certification and for additional information on the DBE program.

Note however that firms who can document current certification by the UCP of another state may submit that documentation rather than re-certify through Pennsylvania's program.

Pennsylvania UCP Certifying Agencies:

Allegheny County M/W/DBE Department
Pennsylvania Department of Transportation (PENNDOT)
Port Authority of Allegheny County
Southeastern Pennsylvania Transportation Authority (SEPTA)
City of Philadelphia, Minority Business Enterprise Council

Firms may contact Ms. Minor for additional information on contacting one of these agencies and on the UCP program

APPENDIX C
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 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 judgement 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.