

**Southeastern Pennsylvania Transportation
Authority (SEPTA)**

Request for Proposal

RFP Number 23-00060-APES

for

SEPTA Key 2.0 Fare Payment System

(Issued: 03/27/2023)

SEPTA Key 2.0 Fare Payment System

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Southeastern Pennsylvania Transportation Authority

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Part I

Instructions and Information

SECTION 1.

PROJECT BACKGROUND

1.1 Intent

Southeastern Pennsylvania Transportation Authority (“SEPTA”) is seeking to engage an experienced and qualified design/build vendor (“Contractor”) to develop, install and operate a multimodal, account-based, automated fare payment system (the “Fare Payment System”) and support SEPTA with a methodical transition from its current automated fare payment system, Key. The Technical Specifications (also referred to as the Scope of Services) describe the back office, equipment and services required for the design, manufacture, fabrication, testing, installation, acceptance, operation and maintenance of the new Fare Payment System (referred to in the Technical Specifications as the automated fare collection system or AFC System).

1.2 Phased Delivery Approach

The intention after design review is for the Fare Payment System features, functions and equipment to be deployed in a phased, public rollout intended to minimize rider disruption while the system transitions from the legacy system to the new Fare Payment System solution. This phased rollout also will allow the Contractor to stagger development, manufacturing, installation and testing for the new Fare Payment System across each phase. The phased delivery approach aims to provide SEPTA with a working system by initially focusing on the delivery of a Minimum Viable Product (MVP) for Phase 1. The MVP for SEPTA deploys the back-office and supports open payments, allowing riders to pay fare by tapping their bank card directly on a fare payment device (i.e., validator) without the need to pre-purchase or load a fare product prior to boarding.

All the fare system components are expected to be delivered during Phase 1 as a base delivery to support the identified features. As each phase progresses, the Contractor will provide solution updates to support the new features and equipment delivered during the subsequent phases, with all system components and integrations operational in Phase 4. While it is intended that the initial solution design is comprehensive of all equipment, features and functions within the Technical Specifications, the Contractor may find it necessary to update system design documents at each subsequent phase to ensure that the documentation accurately reflects the delivered solutions.

1.3 Core Objectives

The core objectives of this project are to deploy a next-generation, multimodal fare payment system that drives customer adoption, reduces fare payment costs, increases revenue, and improves existing fare payment operations. The existing in-scope public transit system consists of fixed-

route bus service, trolley, Metro subway, Norristown High Speed Line(NHSL), regional rail, and paratransit service.

At a minimum, SEPTA expects the characteristics of its new Fare Payment System to include, without limitation:

- Account-based
- Designed and implemented using an open architecture (encompassing all fare media, applications, and devices deployed within the system and include all fare media formats, transaction formats, security protocols, and communications necessary to support critical system functions)
- Support current and future fare policy features for SEPTA and its regional partners, including flat fares, distance-based fares, zone-based fares, time-based transfers, and fare capping
- Leverage real-time fare calculation, and real-time communication interfaces that support:
 - Immediate use of fare products (e.g., product and stored value) loaded through all fare distribution channels
 - Fare payment validation onboard buses and at rail stations (with real-time fare calculation and customer information)
 - Real-time distribution of hotlists to mitigate offline scenarios risks
 - Real-time monitoring of device and system performance
- Support both closed-loop and open-loop payment options
- Maintain PCI-compliance and support other required physical and logical security measures
- Support both agency-issued and third party-issued fare media
- Integrate with existing systems and programs (onboard router, cash room, etc.)
- Provide a Contractor-managed cloud-hosted high availability (e.g., active-active, multi-site, load-balanced) back-office solution, which uses Commercial-Off-The-Shelf (COTS) software where appropriate, and includes the following components:
 - COTS Customer Relationship Management (CRM) System
 - Tariff Management
 - System Monitoring and Management Application (SMMA)
 - COTS Financial Management System (FMS)
 - Data Warehouse
 - Reporting System
 - Media Inventory Management System (MIMS)
 - Test Systems

- Provide an Interactive Voice Response (IVR) System that will interface with SEPTA's call center equipment
- Provide Contractor-managed and cloud-hosted and websites for both individual and institutional customers (Option)
- Fare payment and account management mobile application (Option)
- Retail Network (Option)
- Provide all fare equipment needed to operate the new Fare Payment System, including and not limited to:
 - Turnstile Readers - Metro and Railroad
 - Americans with Disabilities Act (ADA) Faregates (including Readers) – Metro and Railroad
 - Validators - Vehicle, Platform and Rotogate
 - Station Agent Console (SAC)
 - Handheld Validation, Inspection and Sales Devices
 - Fare Vending Machines (FMV) (Option)
 - Customer Service Terminal (CST)/Point of Sales (POS) Devices
 - SEPTA Test Lab
 - Initial batch of Extended-Use (EU) Media
 - Initial batch of Limited-Use (LU) Media

SECTION 2. – INSTRUCTIONS AND INFORMATION FOR PROPOSERS

2.1 Proposer

You (hereinafter referred to as “Proposer”) are requested to submit a formal proposal (hereinafter referred to as “Proposal”) for the required services detailed in Attachment 2 (hereinafter referred to as “Scope of Services”) in accordance with this Request for Proposal (“RFP”). Any information in addition to that required by this RFP which Proposer feels will help in the evaluation of its Proposal is to be submitted with its Proposal. Any Proposal submitted must comply with the requirements of this RFP as herein stated, including all applicable federal, state and local laws, and is to be signed by an officer legally authorized to bind Proposer to a Contract (hereinafter referred to as “Contract”) and shall be submitted to SEPTA in writing, in the time and in the manner described herein.

It is the Proposer’s responsibility to carefully review the attached documents to ensure that its Proposal addresses all items requested in sufficient detail to enable full evaluation by SEPTA of the proposed SEPTA Key 2.0 System as well as any options described herein. SEPTA is not liable for any expenses incurred by any Proposer(s) in the development of its Proposal, or any subsequent activity related to the Proposal.

The RFP has been designed to invite proposals for both solutions responding directly to published specifications as well as those offering solutions which may include one or more elements which surpass the published specifications.

Regardless of any information which may have been provided or communicated prior to the issuance of this RFP, including without limitation, any information or communications related to any Request for Information issued by SEPTA, Proposers are hereby advised that this RFP and the documents included on SEPTA’s website in connection with this RFP (and any questions and answers and addenda issued in connection with this RFP), are the only documents and information which Proposers should rely upon in preparing and submitting Proposals in response to this RFP.

By completing the registration process and accepting the RFP documents, the Proposer is unconditionally agreeing to the following: (i) SEPTA will be authorized to disclose or otherwise use any questions submitted by Proposer during the question and answer process contemplated by the RFP, including but not limited to, disclosing such questions and SEPTA’s responses without disclosing the source of such questions; (ii) SEPTA shall be authorized to reproduce, distribute, display, and create derivative works from any Proposer questions submitted during the question and answer process contemplated by the RFP; (iii) any Proposer questions submitted during the question and answer process contemplated by the RFP, including any information contained therein, shall not include any information which is of a proprietary or confidential nature; (iv) to the extent that any Proposer questions submitted during the question and answer process contemplated by the RFP and/or any information contained therein, includes any proprietary or confidential information, SEPTA is hereby authorized by Proposer to use such information in any manner, including disclosure to third parties, and for any purpose SEPTA desires; (v) SEPTA shall not be obligated to engage or otherwise compensate Proposer in any manner or for any reason for

SEPTA's use of any questions submitted by Proposer during the question and answer process; and (vi) SEPTA shall have the right to assign, license, or otherwise transfer to third parties any and all rights granted to SEPTA hereunder.

2.2 Form of Proposal

Proposers shall submit a written Proposal for the SEPTA Key 2.0 Fare Payment System by completing the requirements for the Technical Proposal described in Section A below and the Price Proposal described in Section B below. Proposals shall be prepared as simply but as completely as possible and provide a straightforward, concise description of the Proposer's capabilities to meet and satisfy the requirements of the RFP, and contract options where specified for evaluation by SEPTA.

The services described by Proposer must be fully responsive to this RFP. Eliminations or qualifications by Proposer of performance of services required by this RFP may result in a Proposal being judged non-responsive.

- A. **Technical Proposal:** The Technical Proposal shall take the form of Attachment 1, which shall consist of Proposer completed Appendices 1 & 2. The Technical Proposal shall include but not be limited to the following completed Appendices:

Appendix 1 - Technical Requirements Proposal Submittal Form

As part of its Technical Proposal, Proposers shall submit a completed Proposal Submission Form (Appendix 1).

Appendix 2 - Technical Requirements Traceability Matrix(RTM)

As part of its Technical Proposal, Proposers shall submit a completed Technical Requirements Traceability Matrix(RTM) (Appendix 2). The submission should be in an Excel Spreadsheet format, indicating conformance with the Technical Specifications specified in this RFP. Proposers must indicate conformance with each system requirement as: Conforming (C) or Non-Conforming (N), as defined below. Proposers are not allowed to break out or separate portions of the requirement to respond to individual parts of that requirement. All requirements must remain as stated in this RFP.

Conforming: Responses must not include comments, limitations, conditions, qualifications or explanations. Any Conforming responses by the Proposer that are qualified by comments, explanations, limitations, etc. in the RTM shall be considered non-conforming (Does Not Conform). Comment boxes shall not include other statements (e.g., N/A) if Proposer "conforms." If Proposer's conformance is only part of the requirement, the correct response is "Non-Conforming", and a detailed description shall be provided.

Non-Conforming: Responses shall include an explanation in the RTM to clearly describe how the Proposer's solution meets the functionality of the requirement(s) and may include limitations or qualifications explaining why the solution is not Conforming. Proposers shall clearly indicate whether or not the solution is new development (and the extent of development required) or "off the shelf". **SEPTA reserves the right to request more information for all responses listed as Non-Conforming**

The hard-copy version of the Technical Requirements Traceability Matrix(RTM) must be signed by an authorized representative of the Proposer with authority to execute binding contracts on its behalf. Additionally, please add the name of company and authorized representative to the Footer of the digital version of the RTM before saving and printing the hard-copy version of the RTM. Proposal responses that are missing appropriate signatures and names may be considered unresponsive.

No price proposals should be included with either of the Technical Proposal Submissions described above.

1. Forms of Service Agreements. The Proposer is required to submit a form of a proposed agreement to provide the following services:
 - (a) Software Maintenance Services
 - (b) Back Office Service Support
 - (c) Network Operations
 - (d) Equipment Maintenance

The scopes of these service agreements will identify and quantify service deliveries that will support the functionalities described in the Technical Proposal. Should SEPTA determine that the proposed terms for any agreements are inconsistent or are in conflict with the Contract, SEPTA reserves the right to reject any such terms. SEPTA deserves the right to determine which agreement terms are most advantageous to SEPTA. SEPTA reserves the right to execute one or all of the proposed agreements or reject any or all of the proposed agreements.

2. Joint Venture Agreement. If the Proposer is a joint venture, then a copy of any written agreement that exists between the members of each party to the joint venture shall be included as part of the Technical Proposal. Such agreement shall fully discuss and identify the responsibility of the joint venture for performing the services, provided, however, the joint venture must comply with Section 37 of the Contract.

- B. **Price Proposal:** The price to SEPTA for performing all of the SEPTA required Scope of Services must be detailed in the Price Proposal. Price Proposals which exclude or restrict cost items necessary for a Proposer to perform the SEPTA required Scope of Services are not acceptable and may be considered by SEPTA as non-responsive to the RFP.

The requirements of this RFP should be carefully reviewed by Proposer prior to preparation of its Price Proposal. **In preparation of its Price Proposal, Proposer must assume that SEPTA will not make modifications to the terms of the Contract as attached.**

1. The Price Proposal shall be submitted using the form included in Attachment 3 along with any other additional information required to make it complete.
2. The Price Proposal includes an “Options” tab, which are projects within the scope that SEPTA has identified as priced options. There are two alternatives to each option: (i) SEPTA elects the Contractor to implement option and (ii) SEPTA elects to require the Contractor to integrate with either SEPTA or third-party vendor(s) if SEPTA decides to not exercise the implementation option. It is at SEPTA's discretion to accept either the implementation or integration alternatives. Proposers are required to propose pricing for all of the options/alternates.
3. The Price Proposal will be submitted to SEPTA as a SEPARATE DOCUMENT IN A SEALED ENVELOPE IN HARDCOPY FORMAT. In addition to the hardcopy form, the Proposers shall include a copy of the Price Proposal in a digital format.

- C. **Cover Letter:** Each Proposal shall include a cover letter that includes the name and address of the organization submitting the Proposal and whether the organization is an individual, partnership, corporation, limited liability company or joint venture, including the jurisdiction of organization. The cover letter shall include the name, address, telephone number and e-mail address of the contact person who will be authorized to represent and bind the Proposer. Also contained in the cover letter shall be a statement that the Proposer acknowledges that its Proposal shall be valid for one hundred and eighty (180) calendar days following submission due date.

2.3 Responsibility Of Proposer

SEPTA will only award a contract to a firm which it has determined to be responsible. The Proposer shall furnish adequate documentation to permit SEPTA to determine the responsibility of Proposer within five (5) calendar days of SEPTA's written request. A responsible Proposer is one that meets the following standards:

1. Integrity and Ethics - Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j) (2) (A);
2. Debarment and Suspension – Is neither debarred nor suspended from Federal programs under DOT regulations, “Nonprocurement Suspension and Debarment,” 2CFR Parts 180 and 1200, or under FAR at 48CFR, Chapter 1 Part 9.4 or any Commonwealth of Pennsylvania funded programs. The Contract will also be governed by the Contractor's/Consultant's responsibilities under 49 CFR, Part 29, regarding debarment, suspension, and other responsibility matters of any lower tier covered transactions, as applicable;
3. Affirmative Action and DBE – Is in compliance with the Common Grant Rules' affirmative action and DOT's Disadvantaged Business Enterprise requirements, 49 CFR, Part 26;
4. Public Policy – Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325 (j) (2) (B) and Commonwealth of Pennsylvania public policies;
5. Administrative and Technical Capacity – Has the necessary organization, experience, accounting, and operational controls and technical skills, or the ability to obtain them in compliance with 79 U.S.C Section 5325 (j) (2) (D);
6. Licensing and Taxes – Is in compliance with applicable licensing and tax laws and regulations;
7. Financial Resources – Has, or can obtain, sufficient financial resources to perform the Contract, as required by 49 U.S.C. Section 5325 (j) (2) (D);
8. Production Capability – Has, or can obtain, the necessary production, and technical equipment and facilities;
9. Timeliness – Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments; and
10. Performance Record – Is able to provide a satisfactory current and past performance record.

2.4 **General Requirements**

A. SUBMISSION OF PROPOSALS

One (1) hard-copy original of the Technical Proposal, plus One (1) thumb drive containing the Technical Proposal in “PDF” format, and One (1) hard-copy original of the **Price Proposal**, plus One(1) thumb drive containing the Price Proposal, both **in separate clearly marked envelopes with their respective proposals** shall be submitted to SEPTA’s Contract Administrator at the following address:

**Paul Stavros
Manager Contract Administration
Procurement & Supply Chain Management
Southeastern Pennsylvania Transportation Authority
1234 Market Street, 11th Floor
Philadelphia, PA 19107-3780**

B. DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Established Goal(s) – The DBE Goal for this procurement is four percent (4%). The DBE goal will be factored against all operating/administrative expenses associated with the execution of Contract, excluding staff salaries and benefits, and transactional fees. Please refer to Attachment 6.

C. SEPTA SOLICITATION STATISTICS SURVEY FOR DBE and NON-DBE CONTRACTOR/CONTRACTOR AND SUB-CONTRACTOR/SUBCONTRACTOR FORM

All Proposers are required to complete a SEPTA Solicitation Statistics Survey (See Attachment 7) for themselves and each of their DBE and non-DBE subcontractors/subconsultants in accordance with 49 CFR part 26.11. The form is to be signed by an officer legally authorized to bind the Proposer to a Contract and shall be submitted to SEPTA as part of the Proposal.

D. RIGHTS RESERVED BY SEPTA

In submitting the Proposal, the Proposer understands that the right is reserved by SEPTA to reject any and all proposals and/or to negotiate separately with any firm in any manner deemed appropriate to serve its best interest. If any award of Contract is made as a result of these Proposals, it will be made on the basis of the Proposal(s) which best satisfied the intent of the RFP and other factors considered in the best interest of SEPTA. SEPTA is not liable for any expenses incurred by any Proposer in the development of its Proposal, or any subsequent activity related to the Proposal.

It is also understood and agreed, that if the Proposer should withdraw any part or all of its proposal within ninety (90) calendar days after the Best and Final Offer

(BAFO) without the consent of SEPTA, or shall refuse or be unable to enter into the Contract as provided with these documents, it shall be liable to SEPTA to the extent of SEPTA's damages occasioned by such withdrawal, or refusal, or inability to enter to a contract.

E. MODIFICATIONS TO SEPTA'S FORM OF CONTRACT

If an award of Contract is made as a result of this RFP, the proposed form of Contract which the Proposer will be required to execute is attached to this RFP, and as such the Proposers are urged to review the Contract carefully. **SEPTA may, at its sole discretion consider minor modifications to the terms of the proposed Contract. The Proposer must specifically request such modifications by providing the proposed language within the Questions & Answers phase. Any minor modifications submitted will be reviewed and either denied or accepted by SEPTA. Any subsequent requests for modifications may result in the Proposal being deemed non-responsive and may lead to canceling any recommendation to award to a Proposer that makes such a request outside of the allotted period.**

The Contract requires that all tasks described in the RFP and/or Proposal shall be the Proposer's sole responsibility and shall be performed by the Proposer and its subcontractors/subconsultants. As a result of the negotiation process (see RFP Section 3, "Selection Process"), SEPTA may elect to revise the services described in the RFP and the Proposal. The single document as amended through Addenda and negotiations shall then become an Attachment to the Contract instead of the RFP and Proposal. SEPTA expressly reserves the right to approve and/or modify, at its sole discretion, both form and substance of any written Contract entered into pursuant to this RFP.

F. BUY AMERICA PROVISION

Please complete/submit Buy America Certificate (Attachment 12) with your Technical Proposal.

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR Part 661 and Federal Public Transportation Law 49 U.S.C. Chapter 53.

A Buy America Certificate, as per attached format, must be completed and submitted with the bid in accordance with the requirements of 49 CFR § 661.13. A bid which does not include the certificate will be considered non-responsive.

A waiver from the Buy America Provision may be sought by SEPTA if grounds for the waiver exist.

Federal Public Transportation Law 49 U.S.C. 5323(j) permits the FTA participation on this contract only if steel, iron and manufactured products used in the contract are produced in the United States. 49 CFR 661.5 requires that for steel, all

manufacturing processes must take place in the United States, other than metallurgical processes involving refinement of steel additives. The steel requirements apply to all steel items including, but not limited to, structural steel, running rail, and contact rail. For manufactured products, 49 CFR 661.5 requires that for a "manufactured product" to comply with the Buy America requirements, all of the manufacturing processes for the product must take place in the United States; and all items or material used in the product must be of United States origin.

Bidder understands and agrees that, pursuant to 49 CFR 661.13, whether or not it certifies that it will comply with the applicable Buy America requirement, bidder is bound by its original certification and is not permitted to change its certification after bid opening. In addition, if bidder certifies that it will comply with the applicable Buy America requirements bidder understands and agrees that it is not eligible for a waiver of those requirements.

G. STEEL PRODUCTS ACT

All steel products used or supplied in the performance of the Contract shall be products produced from steel made in the United States in conformity with the Steel Products Procurement Act of 1978 (Act No. 3 of 1978, March 3, P.L. 6 (73 P.S. §1881 et seq.)), as amended and, if the federal Buy America requirements are applicable to the Contract, in full conformity with the Buy America provisions of 49 U.S.C. §5323(j) [formerly the Federal Surface Transportation Assistance Act of 1982, as amended] and the applicable regulations in 49 CFR Part 661.

The Commonwealth of Pennsylvania considers the requirements of the Steel Products Procurement Act to be met for federally funded projects with the federal Buy America Requirements.

H. INSURANCE

Proposer and its subcontractor(s)/subconsultant(s) shall be required to provide, at their own cost and expense, the insurance required in the Contract.

I. PERFORMANCE EVALUATION

During the performance of the work, SEPTA will conduct at a minimum annually, a formal performance evaluation of the Contract (See Attachment 8).

J. TAXES

Proposer, as a result of any contract entered into pursuant to this RFP, may be subject to certain business taxes imposed by, but not limited to, municipal, school district, Commonwealth of Pennsylvania and/or the Federal government.

As to the sales tax imposed by the Commonwealth and some municipalities, Proposer is directed to the provisions in Pennsylvania law found at 72 P.S. 72 §7201

et seq. SEPTA makes no representation that these statutes are the only relevant statutes that apply to this Request for Proposal.

Proposer acknowledges that nothing in this RFP constitutes legal advice by SEPTA. Proposer, to whatever extent that Proposer deems necessary, must obtain its own legal advice on any question concerning relevant taxes. Proposer is responsible for making its own investigation to determine whether or not it is subject to municipal, school district, Commonwealth of Pennsylvania or Federal taxes and for paying for such taxes if applicable. Proposers are hereby informed that SEPTA is obligated by law to furnish to governmental entities, upon their request, the name and address of any person or firm with whom SEPTA has a contract for goods and/or services.

K. PROPOSAL SECURITY

Each Best and Final Offer (BAFO) must be accompanied by: (1) PROPOSAL BOND; (2) CASHIER'S CHECK; (3) CERTIFIED CHECK; and/or (4) TREASURER'S CHECK (hereinafter called "Proposal Security"), in an amount of not less than five percent (5%) of the price identified by the Proposer in its Price Proposal and drawn in favor of the SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY. The Proposal Security of all Proposers shall be retained by SEPTA until a Contract is awarded and entered into or all Proposals are rejected, whichever comes first. SEPTA shall be entitled, but shall not have the obligation, to cash Proposer's Proposal Security check and to invest the proceeds and to retain any income generated thereby and Proposer, by submission of its Proposal, consents to SEPTA's retention of any income generated by such Proposal Security.

The Proposal Bond must be issued by a fully qualified surety company acceptable to SEPTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a Certificate of Authority as described thereunder and authorized to issue bonds at least up to the dollar amount of the proposal/bid bond required hereunder.

L. DISCREPANCIES – DUTY OF PROPOSER TO CLARIFY AMBIGUITIES

Should a Proposer find any discrepancy or ambiguity, or omission from the Scope of Services, or should it be in doubt as to their meaning, the Proposer must at once notify SEPTA's Contract Administrator who will, if determined to be necessary, send a written addendum for clarification purposes to all Proposers. Only written modifications issued as addenda will effect changes in the RFP and/or Contract Documents. Failure of Proposer to clarify ambiguities prior to Proposal submittal constitutes a waiver of the right to raise any such ambiguity.

M. ADDENDA

All addenda will be issued in writing from SEPTA. The contents of all addenda are to be incorporated in the Proposal and will become part of the RFP and/or Contract Documents. Each Proposer submitting a Proposal shall acknowledge receipt of all addenda by signing the acknowledgment included with each addendum. In the event of conflicts in the addenda, the most recent addendum will govern.

N. CERTIFICATION REGARDING LOBBYING

By signing and submitting a Proposal, the Proposer agrees to furnish the Certification Regarding Lobbying. The signed Certification may be submitted concurrent with the submission of the Technical Proposal. If the Certification is not submitted along with the Technical Proposal, it shall be submitted within five (5) calendar days of Proposal submittal, unless SEPTA grants, in writing, an extension (See Attachment 5).

O. CERTIFICATION REGARDING COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

By signing and submitting a Proposal, the Proposer agrees to furnish the Certification Regarding Compliance with Immigration Reform and Control Act of 1986 in compliance with the requirements stated in 8 U.S.C. §1324 (a). The signed Certification must be submitted with the submission of the Technical Proposal (See Attachment 9).

P. NON-COLLUSION REQUIREMENT

In the event Proposer is recommended to the SEPTA Board for award, the Proposer hereby agrees to sign an Affidavit of Non-Collusion, if requested by SEPTA, in form acceptable to SEPTA prior to the award, if any, of the Contract.

Q. ADDITIONAL GUARANTEE

SEPTA reserves the right, at its sole discretion, to require a Proposer to provide a guaranty and suretyship agreement, in form and substance as required by SEPTA, from a parent, subsidiary, affiliated and/or related entity.

R. SEPTA'S RFP PROTEST PROCEDURE

The definitions, policies and procedures cited below are applicable to this section only.

1.0 PURPOSE

- 1.1 This section describes the policies and procedures governing the receipt and resolution of protests in connection with an Invitation for Bid (IFB) or Request for Proposal (RFP). This procedure is applicable to all procurements in excess of \$100,000. Bid/proposal protests for procurements of less than \$100,000 shall be informally handled by the Assistant General Manager of Procurement & Supply Chain Management or his/her designee.

2.0 DEFINITIONS

- 2.1 "Interested Party" means any bidders/proposers.
- 2.2 "days" means business days.
- 2.3 "Filed" means the date of receipt by The Office of SEPTA's Assistant General Manager of Procurement & Supply Chain Mgt. or his/her designee (hereinafter Assistant General Manager of Procurement & Supply Chain Mgt.).
- 2.4 "Federal/State Law or Regulation" means any valid requirement imposed by Federal, State, or other Statute or regulation.
- 2.5 "Presumptive Contractor/Consultant" means the bidder/proposer that is in line for award of the contract in the event that the protest is denied.
- 2.6 "Protestant" is an Interested Party who is aggrieved in connection with the solicitation or award of a contract and who files a protest.

3.0 TYPES OF PROTESTS/ TIME LIMITS

- 3.1 Pre-Bid/Proposal Protest is based upon alleged restrictive specifications or alleged improprieties in SEPTA's procurement process. A Protestant must file a pre-bid/proposal protest no later than five (5) days prior to bid opening date by 4:30 p.m. Philadelphia prevailing time.
- 3.2 Pre-Award Protest is based upon alleged improprieties of a Bid/Proposal. A Protestant must file a pre-award protest no later than five (5) days after the Protestant knows or should have known

of the facts giving rise thereto by 4:30 p.m. Philadelphia prevailing time.

- 3.3 Post-Award Protest is based upon the award of a contract. A Protestant must file a post-award protest no later than five (5) days after the notification to the unsuccessful firms of SEPTA's intent to award, or no later than five (5) days after an unsuccessful firm becomes aware of SEPTA's intent to award a contract, whichever comes first, by 4:30 p.m. Philadelphia prevailing time.

4.0 CONTENTS OF PROTEST

- 4.1 Protests must be in writing, and filed directly with the Office of SEPTA's Assistant General Manager of Procurement & Supply Chain Mgt., at the address indicated in the solicitation, and must contain the following information:
 - a. The name, address and telephone number of the Protestant; and
 - b. Identity of the IFB or RFP (by number and description); and
 - c. A detailed factual statement of the grounds for protest; and
 - d. The desired relief, action or ruling.

5.0 ACTION BY SEPTA

5.1 Procurement Process Status

Upon timely receipt of a protest, SEPTA will delay the opening of bids until after resolution of the protest for protests filed prior to the bid opening or withhold award until after resolution of the protest for protests filed after bid opening. However, SEPTA may open bids or award a contract whenever SEPTA, at its sole discretion, determines that:

- a. The items or work to be procured are urgently required; or
- b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c. Failure to make prompt award will otherwise cause undue harm to SEPTA or a funding source.

If the protest is filed before the award of the contract, SEPTA will advise the Presumptive Contractor or Contractor of the pending protest.

5.2 Conference

If deemed appropriate by SEPTA, SEPTA may conduct an informal conference on the merits of the protest with all Interested Parties invited to attend.

5.3 Response to the Protest

SEPTA's Assistant General Manager of Procurement & Supply Chain Mgt. will respond in detail to each substantive issue raised in the protest within a reasonable time after the protest is filed. SEPTA's response shall address only the issues raised originally by the Protestant.

When, on its face a protest does not state a valid basis for protest or is untimely, the Assistant General Manager of Procurement & Supply Chain Mgt. may summarily dismiss the protest without requiring a detailed response.

5.4 Rebuttal to SEPTA Response

The Protestant may submit a written rebuttal to SEPTA's response, addressed to the Assistant General Manager of Procurement & Supply Chain Mgt., but must do so within five (5) days after receipt of the original SEPTA response. SEPTA will not address new issues raised in the rebuttal. After receipt of the Protestant's rebuttal, the Assistant General Manager of Procurement & Supply Chain Mgt. will review the protest and notify the Protestant of his/her final decision.

5.5 Request for Additional Information

Failure of the Protestant to comply with a request for information as specified by SEPTA's Assistant General Manager of Procurement & Supply Chain Mgt., may result in determination of the protest without consideration of the additional information if subsequently produced. If any Interested Party requests information from another Interested Party, the request shall be made to SEPTA's Assistant General Manager of Procurement & Supply Chain Mgt., and, if SEPTA so directs, shall be complied with by the other party within five (5) days.

5.6 Request for Reconsideration

If data becomes available that was not previously known, or there has been an error of law, a Protestant may submit a request for reconsideration of the protest. SEPTA's Assistant General Manager of Procurement & Supply Chain Mgt. will again review the protest considering all currently available information. The Assistant General Manager of Procurement & Supply Chain Mgt.'s determination will be made within a reasonable period of time, and his/her decision will be considered final.

5.7 Decision

Upon review and consideration of all relevant information the determination as issued by SEPTA will be final.

6.0 CONFIDENTIALITY OF PROTEST

Material submitted by a Protestant will not be withheld from any Interested Party, except to the extent that the withholding of information is permitted or required by law or regulation. If the Protestant considers that the protest contains proprietary material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest submission and the allegedly protected information must be so identified whenever it appears.

7.0 FEDERAL TRANSIT ADMINISTRATION (FTA) INVOLVEMENT

Where procurements are funded by the FTA within five (5) business days from receipt of SEPTA's final decision, the Protestant may file a protest with the FTA only where the protest alleges that SEPTA failed to have or failed to adhere to its protest procedures or there was a violation of Federal Law or Regulation. Any protest to the FTA must be filed in accordance with FTA Circular 4220.1F.

[END OF SECTION]

SECTION 3.– SELECTION PROCESS

3.1 EVALUATION CRITERIA

The following criteria in descending order of importance will be used for the evaluation of Proposals according to SEPTA Procedures:

- A. Project approach in interpreting and satisfying the Project objectives and the Scope of Services.
- B. Proposer's qualifications and experience in performing the Scope of Services.
- C. Professional qualifications, specialized experience and technical competence of the Project team and key personnel. Resumes detailing educational and experience background for key personnel should be submitted as part of the Technical Proposal. (See Appendix 1)
- D. Past performance and references on other projects/contracts with SEPTA, other government agencies and private industry.

Price is a factor in the overall evaluation. This factor considers what it will cost SEPTA to do business with a Proposer and the affordability of the proposed price, and includes a consideration of the effective costs to SEPTA, including life cycle costs, to deliver, operate and maintain the Fare Payment System; legal and business risks, and financial feasibility. Life cycle costs include, without limitation, system (hardware and software) costs, maintenance costs, overhaul costs, costs of operations and connectivity, and cost of infrastructure impact to accept offered systems. The Proposer shall provide such information as is necessary for SEPTA to review these price factors.

3.2 SELECTION

- A. SEPTA shall create a Technical Evaluation Committee, composed of SEPTA staff members which shall independently evaluate each Proposal on the evaluation criteria based upon the application of adjectival ratings. The Technical Evaluation Committee will present its results to a Selection Committee composed of SEPTA executive staff members selected by the General Manager. The standards and qualifications that follow have been developed to serve as indicators of expected performance or compliance with the requirements of the RFP. SEPTA may seek the assistance of external experts and/or consultants during the evaluation process. The adjectival ratings are as follows:

Superior: Exceeds in all or most aspects the minimum requirements of the RFP. Offers solutions and responses to the Scope of Services that have a high probability of success. Provides cost effective advantages for the program and SEPTA. Response requires no modifications to conform and comply with the critical elements of the RFP.

Very Good: Meets in all aspects and in some cases exceeds the minimum requirements of the RFP. Offers solutions and responses to the Scope of Services that have a high probability of success. Provides cost effective advantages for the program and SEPTA. No significant weaknesses or deficiencies. Response requires little or no modifications to conform and comply with the critical elements of the RFP.

Acceptable: Meets the minimum requirements of the RFP; Responses and solutions offer no significant advantages; reasonable probability of success; Weakness and/or deficiencies require some modifications to conform and comply with the critical elements of the RFP.

Marginal: Responses and solutions to the Scope of Services provide minimum probability of success. Significant weaknesses and deficiencies in the responses and solutions offered. Responses require significant modifications to conform and comply with the requirements of the RFP.

Unacceptable: Responses and solutions fail to meet the minimum requirements of the RFP. Information provided is insufficient to evaluate the response. Major revisions required to cure deficiencies.

These adjectival ratings are only guides to assist SEPTA in evaluating Proposals, and they do not mandate the automatic selection of a particular Proposal.

- B. After making an evaluation of the Technical Proposals on the basis of the criteria set forth above, SEPTA may conduct interviews and request and receive additional information as it deems necessary from any Proposer deemed to be responsive to the RFP. If interviews are conducted, Proposers who are deemed to be non-responsive and/or have no reasonable chance of being selected will not be interviewed.
- C. After all Technical Proposals have been evaluated in accordance with the criteria set forth above, the Price Proposals will be opened and reviewed, and price will be considered in the overall evaluation. If any Proposal is determined to be acceptable based on the technical evaluation, interviews (if conducted), and price, SEPTA may, without discussion or negotiation, proceed to award the Contract to that Proposer.

The Technical Evaluation Committee will brief the Selection Committee on their technical ratings and the original price proposals. The Selection Committee in consultation with the Technical Evaluation Committee will also determine which Proposers (if any) are within the competitive range and invited for further discussions and negotiations, as described below, and the recommended contract awardee, (if any), as described below.

- D. However, if no Proposal is acceptable without negotiation, those Proposers whose Proposals are determined by SEPTA to be within the competitive range may be contacted by letter from SEPTA to formally schedule negotiations. Competitive range will be determined by SEPTA and will consist of those Proposers whose Proposals are determined to have a reasonable chance of being selected for award based on the technical evaluations and price.
- E. No information, financial or otherwise, will be provided to any Proposer about any Proposals from other Proposers.
- F. After all negotiations and discussions have been completed, each of the Proposers within the competitive range with whom negotiations have been conducted will be afforded the opportunity to submit a BEST AND FINAL OFFER (BAFO) (including Options). The BAFO shall be each Proposer's most favorable Price Proposal for the Technical Proposal and business/contractual terms which have been clarified and agreed upon during discussions and negotiations. The request for BAFOs will set forth the specific time and date for the submission of the BAFO. The BAFO (including Options) will be evaluated by SEPTA based upon which BAFO provides a combination of both price factors and technical evaluation factors which SEPTA determines is in the best interests of and the most advantageous to SEPTA.

3.3 AWARD

- A. As stated in Section 2.4E (Modifications to SEPTA's Form of Contract) if any Proposer fails to submit minor modifications during the Questions & Answers phase and attempts to submit them subsequently, its Proposal may be deemed non-responsive. SEPTA may cancel a recommendation to award to a Proposer that makes such requests outside the allotted period.
- B. SEPTA will make an award, if any, only to a Proposer that has been determined by SEPTA to be fully responsive and responsible to the RFP requirements, while taking into consideration the staff's evaluation of the Technical Proposals, interviews (if conducted), and the BAFO. A recommendation to the SEPTA Board will be made of the Proposer that submitted the Proposal that SEPTA has determined is in the best interests and is the most advantageous to SEPTA.

[END OF SECTION]

Southeastern Pennsylvania Transportation Authority

RFP Number 23-00060-APES

Part II

Contract

for

SEPTA Key 2.0 Fare Payment System

**Contract
for
SEPTA Key 2.0 Fare Payment System**

**[TO BE INSERTED
HERE
BY SEPTA
AT TIME OF AWARD]**

Attachment 1

Technical Proposal

for

RFP Number 23-00060-APES

SEPTA Key 2.0 Fare Payment System

Appendix 1

Technical Requirements Proposal Submittal Form

[TO BE INSERTED

HERE

BY SEPTA

AT TIME OF AWARD]

Appendix 2

Technical Requirements Traceability Matrix (RTM)

[TO BE INSERTED

HERE

BY SEPTA

AT TIME OF AWARD]

Attachment 2

Scope of Services

for

RFP Number 23-00060-APES

SEPTA Key 2.0 Fare Payment System

(Scope of Services)

**[TO BE INSERTED
HERE, AS MODIFIED
BY SEPTA DURING THE OPEN
SOLICITATION PERIOD,
BY SEPTA
AT TIME OF AWARD]**

Attachment 3

Price Proposal

for

RFP Number 23-00060-APES

SEPTA Key 2.0 Fare Payment System

(PRICE PROPOSAL FORM)

**[TO BE INSERTED
HERE
BY SEPTA
AT TIME OF AWARD]**

Attachment 4

Federal Transit Administration (FTA) Provisions for Contracts

Federal Transit Administration (FTA) Contract Provisions

Section A

Section A - Federal Contract Requirements

FR-01 Fly America Act (49 U.S.C. § 40118, 41 CFR Part 301-10)

A. APPLICABILITY

This article applies to all federally-funded if the purchase orders and Contracts or Subcontract over \$3,000; contracts; or subcontracts that may involve the international transportation of goods, equipment or personnel by air.

- B.** The Contractor agrees to comply with the Fly America Act and its regulations. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

FR-02 Buy America Act (49 U.S.C. §5323(j) and 49 CFR Part 661 et seq.)

A. APPLICABILITY

This article applies to all federally-funded rolling stock purchases, construction contracts; and contracts for material and supplies for steel, iron or manufactured products over \$100,000.

- B.** The Contractor agrees to comply with the Buy America Act and its regulations.

FR-03 Cargo Preference Act of 1954 (46 U.S.C. §55302, 46 CFR Part 381)

A. APPLICABILITY

This article applies to all federally-funded rolling stock purchases, construction contracts; and contracts for material and supplies which may be transported by ocean vessels.

- B.** The Contractor agrees to comply with the Cargo Preference Act of 1954 and its regulations. The Contractor agrees to include the requirements of this section in all subcontracts that involve the transport of equipment, material or commodities by ocean vessel.

FR-04 National Earthquake Hazards Reduction Program Reauthorization Act of 2004 (42 U.S.C. 7701 et seq., 49 CFR Part 41)

A. APPLICABILITY

This article applies to all federally-funded architectural & engineering and constructions contracts for the design or construction of new buildings or additions to existing buildings.

- B.** The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the National Earthquake Hazards Reduction Program Reauthorization Action of 2004 and its regulations. The Contractor will certify to compliance to the extent required by the regulations. The Contractor also agrees to ensure that all work performed under this Contract, including work performed by a subcontractor is in compliance with the Act and its regulations and the certification of compliance issued on the Project.

FR-05 Energy Policy and Conservation Act (42 U.S.C. §6321 et seq., 10 CFR Part 431)

A. APPLICABILITY

This article applies to all federally-funded purchase orders over \$3,000 and contracts.

- B.** The Contractor or 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 and its regulations.

FR-06 Clean Water Act (33 U.S.C. §1251 et seq.)

A. APPLICABILITY

This article applies to all federally-funded contracts over \$100,000.

- B.** (1). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act. The Contractor agrees to report each violation to SEPTA and understands and agrees that SEPTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2). The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

FR-07 Access to Records (49 U.S.C. §5325 et seq., 49 CFR 633.15 – 633)

A. APPLICABILITY

This article applies to all federally-funded purchase orders over \$3,000 and contracts.

- B.** (1) Contractor agrees to provide SEPTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives with access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633, to provide the FTA Administrator or his authorized representatives including any PMO Contractor with access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2). The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

(4). FTA does not require the inclusion of these requirements in subcontracts.

FR-08 Byrd Anti-Lobbying Amendment as amended by the Lobbying Disclosure Act of 1995 (31 U.S.C. §1352, 2 U.S.C. §1601, 49 CFR Part 20)

A. APPLICABILITY

This article applies to all federally -funded contracts over \$100,000.

- B.** Contractor, if this Contract is for \$100,000 or more, shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying," and shall include this clause in each subcontract for \$100,000 or more and shall require its inclusion in all lower tier transactions for \$100,000 or more. Each contractor tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each contractor tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made

lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. §1352. Such disclosures are forwarded from contractor tier to tier up to SEPTA.

FR-09 Compliance with FTA Regulations, Policies, Procedures and Directives

A. APPLICABILITY

This article applies to all federally-funded purchase orders over \$3,000 and contracts.

- B.** 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 SEPTA and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

FR-10 Clean Air Act (42 U.S.C. §7401 et seq)

A. APPLICABILITY

This article applies to all federally-funded contracts over \$100,000.

- B.** (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, and its regulations. The Contractor agrees to report each violation to SEPTA and understands and agrees that SEPTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed under this Contract

FR-11 Davis-Bacon and Copeland Anti-Kickback Acts (40 U.S.C. §3141-3146, 29 CFR §5.1-5.33, 18 U.S.C. §874, 29 CFR Part 3)

A. APPLICABILITY

This article applies to all federally-funded construction contracts over \$2,000 (including ferry vessels).

- B.** (1) The Contractor agrees to comply with the Davis-Bacon and Copeland Anti-Kickback Acts.

(2) **Withholding** - SEPTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same

prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, SEPTA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(4) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(5) **Certification of eligibility** - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

FR-12 Fair Labor Standards Act (29 U.S.C. 201, 29 CFR Part V)

A. APPLICABILITY

This article applies to all federally-funded construction contracts (including ferry vessels), rolling stock purchases and operations/management contracts (except transportation services) over \$100,000.

B. (1). Overtime requirements - No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours unless they are compensated in accordance with Federal Labor Standards Act (FLSA) regulations.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition,

such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** – SEPTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(5) **Disputes** - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and SEPTA, the U.S. Department of Labor, or the employees or their representatives.

FR-13 Veterans Employment

A. APPLICABILITY

This article applies to all federally-funded construction purchase orders and contracts.

- B.** Contractors working on a federally-funded project give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC §2108) who have the requisite skills and abilities to perform the construction work required under the contract. This provision shall not be understood, construed, or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member any racial or ethnic minority, female, an individual with a disability, or former employee.

FR-14 No Obligation by the Federal Government

A. APPLICABILITY

This article applies to all federally-funded purchase orders over \$3,000 and contracts.

- B.** (1) SEPTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to SEPTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

FR-15 Program Fraud Civil Remedies Act (31 U.S.C. §3801 et seq., 49 CFR Part 31 18 U.S.C. §1001)

A. APPLICABILITY

This article applies to all federally-funded purchase orders over \$3,000 and contracts.

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) 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.

FR-16 Government Wide Suspension and Debarment (13 CFR §500.109, 31 U.S.C. 6101 et seq., 48 CFR §404).

A. APPLICABILITY

This article applies to all federally-funded purchase orders over \$25,000 and contracts.

- B.** The Contractor is required to comply with Government Wide Suspension and Debarment and must include the requirement in all its lower tier covered transactions.

FR-17 Use of Seat Belts (23 U.S.C. §402, Executive Order 13043)

A. APPLICABILITY

This article applies to all federally-funded purchase orders and contracts.

- B.** Pursuant to Executive order No. 13043 and in accordance with 23 U.S.C. §402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policy and program for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in all subcontracts entered into under this Contract.

FR-18 Recycled Products (42 U.S.C. §6962, 40 CFR Part 247, Executive Order 12873)

A. APPLICABILITY

This article applies to federally-funded operations/management, construction, or materials and supplies purchase orders or contracts for items designated by the Environmental Protection Agency, when procuring \$10,000 or more per year.

- B. Recovered Materials** - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

FR-19 Contracts Involving Federal Privacy Act Requirements (5 U.S.C. §552)

A. APPLICABILITY

This article applies to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract.

- B.** (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

FR-20 Civil Rights – (29 U.S.C. § 623, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.)

A. APPLICABILITY

This article applies to all federally-funded purchase orders over \$10,000 and contracts.

- B.** The above statutes apply to the underlying Contract.

FR-21 Disadvantaged Business Enterprise – (49 CFR Part 26)

A. APPLICABILITY

This article applies to all federally-funded purchase orders over \$3,000 and contracts.

- B. (1) Policy.** It is the policy of the Department of Transportation that disadvantaged business enterprises, as defined in 49 CFR Part 26, shall have the equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.

(2) **DBE Obligation.** SEPTA and its contractors agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, SEPTA and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR

Part 26 to ensure that disadvantaged business enterprises have maximum opportunity to compete for and perform contracts. SEPTA and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts assisted by the Department of Transportation.

FR-22 Incorporation of Federal Transit Administration (FTA) Terms – (FTA Circulars 2-CFR 200 , 4220.1F)

A. APPLICABILITY

This article applies to all federally-funded purchase orders over \$3,000 and contracts.

- B.** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SEPTA requests which would cause SEPTA to be in violation of the FTA terms and conditions.

FR-23 National Intelligent Transportation System Architecture and Standards (ITS)

A. APPLICABILITY

This article applies to all federally-funded purchase orders over \$3,000 and contracts involving ITS projects.

- B.** The Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

FR-24 Contracts Involving Experimental, Developmental, or Research Work, Rights in Data

A. APPLICABILITY

This article applies to all federally-funded purchase orders over \$3,000 and contracts for professional and architectural and engineering services.

- B.** The Contractor agrees to follow the requirements as set forth in 37 U.S.C. 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements), 49 CFR part 18 (Uniform Administrative Requirements for Grants and Cooperative Agreements to

State and Local Governments), and 49 CFR part 19 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations with regard to experimental, developmental or research work, rights in data, copyrights; and intangible property.

FR-25 Transit Employee Protective Agreements

A. APPLICABILITY

This article applies to all federally-funded purchase orders over \$3,000 and contracts for transit operations.

- B.** The Contractor agrees to comply with the requirements as set forth in 49 U.S.C. 5310 (Formula Grants For Special Needs of Elderly Individuals and Individuals with Disabilities), 49 U.S. 5311 (Formula Grants for Other than Urbanized Areas), 49 U.S.C. 5333 (Labor Standards), and 29 CFR part 215 (Guidelines, Section 5333(b), Federal Transit Law).

FR-26 Texting While Driving and Distracted Driving

A. APPLICABILITY

This article applies to all federally-funded purchase orders over \$3,000 and contracts for transit operations.

- B.** Consistent with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10 “Text Messaging While Driving,” December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.

FR-27 ADA Access

A. APPLICABILITY

This article applies to all federally-funded purchase orders over \$3,000 and contracts for architectural & engineering, operations/management, rolling stock purchases and construction contracts.

- B.** Contractor shall comply with 49 U.S.C. §5301(d); all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794; The American Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 *et seq.*; The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*; and all

applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37;
- (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27;
- (3) U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38;
- (4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35;
- (5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, “Accommodations for the Physically Handicapped,” 41 CFR Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630;
- (8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR Part 64, Subpart F;
- (9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194;
- (10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609; and
- (11) Any implementing requirements FTA may issue.

FR -28 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

A. APPLICABILITY

This article applies to all purchase orders and contracts.

- B.** If the Federal award meets the definition of “funding agreement” under 37 CFR Part 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

[END OF PAGE]

FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED PROVISIONS FOR CONTRACTS

EEO/AA Contractual Requirements

In connection with the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

Section C - U.S. Department of Transportation Nondiscrimination Requirements

During the performance of the Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the Contract.
2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
4. **Information and Reports.** 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 SEPTA or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the

Contractor shall so certify to SEPTA, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of the Contract, SEPTA shall impose such contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:
- a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the Contract, in whole or in part.

[END OF PAGE]

Restrictions on Lobbying **(If Contract Sum exceeds \$100,000)**

1. Certification Requirements

Contractors, at any tier, who apply or bid for a contract of \$100,000 or more, shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to SEPTA.

2. Disclosure Requirements

- a. Each contractor who requests and receives from SEPTA a Federal contract shall file with SEPTA a disclosure form, Standard Form - LLL, "Disclosure of Lobbying Activities," as set forth on pages 41 through 43 of this Contract, if such contractor has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action), which would be prohibited under 49 CFR part 20 if paid for with appropriated funds.
- b. Each contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such contractor under paragraph 2.a. of this section. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- c. Any person who requests or receives from a contractor referred to in paragraph 2.a. of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

- d. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Contractor referred to in paragraph 2.a. of this section. That contractor shall forward all disclosure forms to SEPTA.

3. Penalties

- a. Any person who makes an expenditure prohibited under 49 CFR part 20 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- b. Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Contractors may rely without liability on the representations made by their Subcontractors in the certification and disclosure form.

4. Cost allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any revenues which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, revenues made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

[END OF PAGE]

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative contract <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/ Proposal/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year quarter date of last report	
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subaward Tier if known: _____ Congressional District, if known: _____			5. If reporting entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency: _____			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____ (attach Continuation Sheet(s) SF-LLL-A, if necessary)			b. Individuals Performing Services (including address if different from No. 10a) (Last name, first name, MI): _____		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify _____		
12. Form of Payment (Check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: _____ nature value _____					
14. Brief Description of Service Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Purpose Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 33 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____		
Federal Use Only				Authorized for Local Reproduction Standard Form – LLL	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or Contractor make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Contracts, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contract with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this payment of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the payment of information. Send comments regarding the burden estimate or any other aspect of this payment of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Service (0348-0046), Washington, D.C.20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity:

Page of

Authorized for Local Reproduction
Standard Form - LLL-A

Attachment 5

Certification Regarding Lobbying

Certification Regarding Lobbying

The undersigned 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all 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 section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Company Name: _____

Title: _____

Date: _____

[END OF SECTION]

Attachment 6

Disadvantaged Business Enterprise (DBE) Requirements

REQUEST FOR PROPOSAL CONTRACT WITH DBE GOALS

Disadvantaged Business Enterprise (DBE) Participation solicitation and contract provisions pursuant to U. S. Department of Transportation regulations (Title 49 CFR part 26), FTA Circular 4716.1A, and SEPTA Policy are provided in this Section.

A. DBE CONTRACT GOALS

In connection with this solicitation and any resulting contract, SEPTA has established the following goal for Disadvantaged Business Enterprise (DBE) participation. The DBE goal shall apply to all change orders and amendments.

DBE Goal: Four percent (4%) of the total dollar value of the Contract Sum.

B. DEFINITIONS

1. **"Affiliation"** has the same meaning the term has in the Small Business Administration regulations, 13 CFR part 121:
 - (a) Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:
 - (1) one concern controls or has the power to control the other; or
 - (2) a third party or parties controls or has the power to control both; or
 - (3) an identity of interest between or among parties exists such that affiliation may be found.
 - (b) In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE program.
2. **"Contract Sum"** means total contract price, including any change orders and amendments.
3. **"Disadvantaged Business Enterprise"** or **"DBE"** means a for-profit small business concern (a) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individual(s); and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it and is certified as such by SEPTA's DBE Program Office or by Pennsylvania's Unified Certification Program (PAUCP).
4. **"Joint Venture"** means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct

clearly defined portion of the work to be performed by the joint venture and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest (see paragraph D.5. below).

5. **"Small Business Concern"** means a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121), that also does not exceed the following size determinations:
 - (a) to be an eligible DBE, a firm (including its affiliates) must be an existing for-profit small business, as defined by Small Business Administration (SBA) standards found in 13 CFR part 121 appropriate to the type(s) of work the firm seeks to perform in DOT-assisted contracts.
 - (b) In addition to the requirements of (a) above, a firm must also meet the annual gross receipts requirements defined in SBA regulations 13 CFR §121.402
6. **"Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:
 - (a) Any individual which SEPTA finds to be a socially and economically disadvantaged individual on a case-by-case basis.
 - (b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans" which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans" which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans" which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (iv) "Asian-Pacific Americans" which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) "Subcontinent Asian Americans" which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) Women;
 - (vii) any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

C. **SUBMISSION REQUIREMENTS**

1. The Proposer, using the attached DBE Participation Schedule, is required to submit the requisite information on a properly executed Participation Schedule with the submission of its Technical Proposal for each proposed DBE subconsultant/supplier and include the following:
 - (a) The name and address of the DBE firm that will participate in the Contract.
 - (b) A description of the work that the DBE will perform;
 - (c) The percentage of participation for the DBE firm participating.

The Proposer is required to submit a properly executed DBE Participation Schedule for each DBE subconsultant/supplier identified to participate in the Contract.

Within forty-eight (48) hours from notification by SEPTA, Proposer is required to submit a Commitment/Confirmation document for each DBE firm scheduled to participate. The Commitment/Confirmation document represents:

- (a) The Proposer's commitment to use a DBE subconsultant/supplier whose participation it submitted to meet a contract goal ; and
- (b) The DBE subconsultant/supplier's confirmation that it is participating in the Contract as provided in the Proposer's commitment.
- (c) If the contract goal is not met, Proposer must provide evidence of its Good Faith Efforts in accordance with Paragraph E. Determination of DBE Responsibility.

In accordance with 49 CFR §26.39 (Fostering Small Business Participation), the Proposer is also required to identify all other subconsultants/suppliers scheduled to participate in the Contract by submitting the attached Non DBE Participation Schedule with the Technical Proposal.

Any questions regarding DBE and or Small Business Enterprise (SBE) Participation should be directed to SEPTA's DBE Program Office at (215) 580-7278.

3. The requirements of this section also apply to DBE Proposers for prime contracts. In determining whether a DBE Proposer for a prime contract has met a Contract goal, the work the DBE has committed to perform with its own forces as well as the work it has committed to be performed by DBE subconsultants and DBE suppliers will be counted.
4. SEPTA's DBE Program Office will provide upon request SEPTA's DBE Directory. The DBE Directory is revised on a continual basis; i.e., at least weekly, and identifies all firms eligible to participate as DBEs in SEPTA's program. Additionally, interested persons can obtain access to a state-wide combined directory through SEPTA's membership in the Pennsylvania Unified Certification Program (PAUCP) at <http://www.paucp.com>. These DBE directories list the firm's name, address, phone number, fax number, email address and the types of work the firm has been certified to perform as a DBE.

D. DETERMINATION OF PERCENTAGE OF DBE PARTICIPATION

DBE participation shall be credited toward achieving the DBE Goal as follows:

1. When a DBE participates in a contract, only the value of the work actually performed by the DBE will be counted toward DBE goals.
2. SEPTA will count the entire amount of that portion of a construction contract (or other contract covered by paragraph D.3. below) that is performed by the DBE's own forces, including the cost of supplies and materials obtained by the DBE for the work of the contract, and supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliates).
3. SEPTA will count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the contract, toward DBE goals, provided SEPTA determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's sub-contractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
5. When a DBE performs as a participant in a joint venture, SEPTA will count a portion of the total value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
6. SEPTA will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract, as determined by SEPTA's DBE Program Office.
 - (a) A DBE is considered to perform a commercially useful function when it is responsible for execution of a specific scope of work in a contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity when ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, SEPTA will evaluate the amount of work subcontracted; industry practices; whether the amount the DBE is to be paid under the contract is commensurate with the work it is actually performing; and the DBE credit claimed for its performance of the work and other relevant factors.
 - (b) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining

whether a DBE is such an extra participant, SEPTA will examine similar transactions, particularly those in which DBEs do not participate.

- (c) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, SEPTA will presume that the DBE is not performing a commercially useful function.
 - (d) When a DBE is presumed not to be performing a commercially useful function, SEPTA will accept evidence from the DBE or prime contractor to rebut this presumption. Evidence from independent sources, such as trade journals or independent studies by consultants, is particularly desirable in such circumstances.
7. SEPTA will use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
- (a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - (b) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Contract.
 - (c) The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
 - (d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
 - (e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
 - (f) For purposes of this paragraph D.7., a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
8. SEPTA will count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

- (a) If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials and supplies toward DBE goals. For purposes of this section, a "manufacturer" is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the Technical Specifications.
 - (b) If the materials or supplies are purchased from a DBE Regular Dealer count 60% of the cost of the materials and supplies toward DBE goals. For purposes of this section, a "regular dealer" is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the Specifications and required under the Contract are brought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as previously provided if the person both owns and operates distribution equipment. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.
 - (c) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, SEPTA will only count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided SEPTA determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted towards DBE goals.
9. SEPTA will not count the participation of a DBE subcontractor toward the prime contractor's DBE achievements until the amount being counted toward the goal has been paid to the DBE.

E. **DETERMINATION OF DBE RESPONSIBILITY**

- 1. SEPTA will only award a contract with a DBE goal to a Proposer who meets the participation goal or makes good faith efforts to meet it. A Proposer must do either of the following things:
 - (a) Documents that it has obtained sufficient DBE participation to meet the goal; or
 - (b) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining sufficient DBE participation to do so.

2. In determining whether a Proposer has made good faith efforts to meet the DBE Goal, SEPTA will look at the documentation supporting the different kinds of efforts that the Proposer has made, as well as the quantity and intensity of those efforts. As requested by SEPTA's DBE Program Office, a Proposer shall be required to submit in writing the efforts undertaken to demonstrate the Proposer's good faith efforts to obtain DBE participation for this Contract. At a minimum, the Proposer's written statement shall include the following information, as well as address the steps specified in 49 CFR, part 26, Appendix A, IV - Guidance Concerning Good Faith Efforts:
 - (a) Whether the Proposer attended any pre-bid meetings that were scheduled by SEPTA to inform DBEs of contracting and subcontracting opportunities.
 - (b) Whether the Proposer advertised in general circulation, trade association, and minority focus-media concerning the subcontracting opportunities;
 - (c) Whether the Proposer provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
 - (d) Whether the Proposer followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
 - (e) Whether the Proposer selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE Goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
 - (f) Whether the Proposer provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
 - (g) Whether the Proposer negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
 - (h) Whether the Proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by SEPTA or the proposer; and
 - (i) Whether the Proposer effectively used the services of available DBE community organizations, DBE contractors' groups, local, State and Federal DBE business assistance offices, and other organizations that provide assistance in recruitment and placement of DBEs.
3. If SEPTA determines that the apparent successful Proposer has failed to meet the requirements specified in paragraph E.1.above, SEPTA will provide upon receipt of written request from the Proposer an opportunity for administrative reconsideration:

- (a) As part of this reconsideration, the Proposer will have the opportunity to provide additional written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.
- (b) SEPTA's decision on reconsideration will be made by an official who did not take part in the original determination that the Proposer failed to meet the goal or make adequate good faith efforts to do so.
- (c) The Proposer will have the opportunity to meet in person with SEPTA's reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.
- (d) SEPTA will send the Proposer a written decision on reconsideration, explaining the basis for finding that the proposer did or did not meet the goal or make adequate good faith efforts to do so.
- (e) The result of the reconsideration process is not administratively appealable to the Department of Transportation.

F. **DBE MODIFICATION(S) OR SUBSTITUTION(S)**

1. In the event that a Proposer required a modification to its DBE Participation Schedule after contract award, then the Proposer must notify, in writing, SEPTA's DBE Program Office, and request approval for the modification. This will include any modifications or substitutions to items or work, material, services and/or DBE firms identified on the initial DBE Participation Schedule. The Proposer must provide SEPTA with any and all documents and information as may be requested with respect to the requested modification. If the modification involves a substitution and if SEPTA agrees that a substitution may be made, then the Proposer shall make good faith efforts as set forth in paragraph E.2. above to substitute that DBE firm with another DBE firm. Such efforts must be documented to the satisfaction of SEPTA's DBE Program Office in the event that the Proposer is unable to contract with another DBE firm. The level of DBE Participation achieved will be reviewed in accordance with the requirements of paragraph E.2. above. The substitute DBE firm must be certified by SEPTA's DBE Program Office in order for the Proposer to receive credit towards achieving the DBE Goal for this contract.
2. If after award of the Contract, a DBE subcontractor is terminated, or fails to complete its work on the Contract for any reason, SEPTA will require the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same dollar value of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established by SEPTA.

G. REPORTING AND RECORDKEEPING REQUIREMENTS

To ensure that all obligations under the contracts awarded to DBEs are met, SEPTA's DBE Program Office shall monitor the Contractor's performance during the life of the Contract.

1. Upon execution of its SEPTA contract, the Contractor shall enter into written subcontract agreement(s) with the DBE(s) listed in its DBE Participation Schedule(s). Copies of the Contractor's executed subcontract agreement(s) with DBEs shall be provided to SEPTA's DBE Program Office by the Contractor immediately upon execution.
2. The Contractor shall submit a work schedule outlining when the DBE subcontractor(s) will commence and complete work on the project, at such times as prescribed by SEPTA's DBE Program Office.
3. The Contractor shall keep a regular accounting of actual expenditures of funds made under all contract and subcontract agreements with DBEs; specifically, an accounting of the actual amount of DBE expenditures for each contract. **The Contractor shall submit a DBE Invoice Payment Report to SEPTA with each invoice or request for payment from SEPTA.**
4. The Contractor shall submit monthly reports of actual contract expenditures to DBEs by the Contractor. This information must be submitted electronically via SEPTA's website (<http://bizweb.septa.org/bizwebsepta>).
5. The Contractor and subcontractor(s) shall permit access to their books, records and accounts by SEPTA (or its designated representative) or the Federal Transit Administration (FTA) for the purpose of investigation to ascertain compliance with these specified requirements. Such records shall be maintained by the Contractor in a fashion which is readily assessable to SEPTA and/or the FTA for a minimum of five (5) years following completion of this Contract.
6. With regard to any claim or dispute with respect to payment of a subcontractor at any tier, Contractor expressly agrees to defend, indemnify and hold SEPTA harmless in the event any suit is brought on account of a dispute between any of the parties, including but not limited to subcontractor(s), supplier(s) and materialmen and in particular, Contractor shall assume the defense affirmatively at its sole cost whenever such suit is brought in any jurisdiction.

H. SANCTIONS FOR VIOLATIONS

If at any time SEPTA has reason to believe that the Contractor is in violation of its obligations under this section, SEPTA may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions on the Contractor. Such sanctions may include, but are not limited to, one (1) or more of the following:

1. The suspension of any payment, or part thereof, due to the Contractor until such time as the issues concerning the Contractor's compliance are resolved;

2. The termination or cancellation of the Contract, in whole or in part, unless the Contractor is able to demonstrate to SEPTA's satisfaction, within a reasonable time period as designated by SEPTA, its compliance with the terms of this Section; and
3. The denial of the Contractor of the right to participate in any further contracts awarded by SEPTA for a period not longer than three (3) years.

No such sanctions shall be imposed by SEPTA upon Contractor except in accordance with SEPTA's Procurement Manual and the terms of the Contract.

I. **MISCELLANEOUS**

The Contractor is encouraged to utilize the services of financial institutions owned and controlled by socially and economically disadvantaged individuals as defined at 49 CFR part 26.5.



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION SCHEDULE

As specified in the DBE Participation Section included in the Proposal Documents, the Proposer shall furnish to SEPTA's satisfaction the details of disadvantaged business enterprise participation.

NOTE: Firms must be Pennsylvania Unified Certification Program (PA UCP)-certified prior to being listed on a DBE Participation Schedule.

PROJECT NAME: _____

PROPOSAL NO.: _____

TABLE I. ALL WORK/SERVICES TO BE PERFORMED BY THE DBE FIRM

1 NAME OF DBE FIRM CONTACT PERSON, BUSINESS ADDRESS, TELEPHONE NUMBER		2 DESCRIPTION OF WORK TO BE PERFORMED ¹	3 TOTAL DBE AGREED PRICE TO BE CREDITED TO DBE GOAL ²
Firm Name:			
Contact:			
Address:			
Tele. No.:			

(Type or Print all information)

TABLE II. MATERIAL/SUPPLIES TO BE PURCHASED FROM "REGULAR DEALERS"

1 NAME OF DBE FIRM CONTACT PERSON, BUSINESS ADDRESS, TELEPHONE NUMBER		2 DESCRIPTION OF MATERIAL TO BE SUPPLIED ¹	3 TOTAL DBE AGREED PRICE TO BE CREDITED TO DBE GOAL ² (Total Price x .6)
Firm Name:			Total Price:
Contact:			
Address:			Amount Credited to DBE Goal:
Tele. No.:			

(Type or Print all information)

Name of Proposer: _____ Tele. No.: () _____
(type or print)

Contact: _____ Email: _____
(type or print) Title: _____

Signature: _____ Date: _____

- ❖ A FULLY COMPLETED DBE PARTICIPATION SCHEDULE, FOR EACH DBE FIRM DESIGNATED TO PARTICIPATE, IS REQUIRED TO BE SUBMITTED WITH THE TECHNICAL PROPOSAL.
- ❖ FAILURE OF THE PROPOSER TO SUBMIT FULLY COMPLETED DBE PARTICIPATION SCHEDULE(S) WITH THEIR TECHNICAL PROPOSAL MAY RESULT IN THE REJECTION OF THEIR PROPOSAL.
- ❖ PROPOSER MUST SIGN AND DATE ABOVE.
- ❖ PROPOSER WILL BE REQUIRED TO PROVIDE A COMMITMENT/CONFIRMATION DOCUMENT FOR EACH DESIGNATED DBE FIRM UPON REQUEST FROM SEPTA.

Proposers are hereby notified that the information contained herein will be verified with the designated DBE firm. Additionally, if and when the award of a contract is made, the DBE firm listed herein will be simultaneously notified of the award.

SEPTA reserves the right to waive informalities herein in its sole reasonable discretion.

¹ See Section D. "Determination of Percentage of DBE Participation" for discussion of types of participation and credit given toward achieving the DBE Goal.

² This must be expressed as a percentage of the Proposer's total maximum price to SEPTA.



Disadvantaged Business Enterprise (DBE) INVOICE PAYMENT REPORT (IPR)

APPLICATION DATE: _____ PERIOD FROM: _____ TO: _____ CONTRACTOR NAME AND ADDRESS: _____ _____ PROJECT NAME: _____ _____ CONTRACT NUMBER: _____ PURCHASE ORDER NUMBER: _____	FOR SEPTA'S USE ONLY Contractor's Application for Payment <input type="checkbox"/> APPROVED <input type="checkbox"/> REJECTED <input type="checkbox"/> ITEM(S) DISALLOWED (specify): _____ _____ _____ SEPTA Project Manager
---	--

PART I: CONTRACT INFORMATION	PART II: DBE INFORMATION
Original Contract Sum: _____ Net Change by Change Order: _____ Contract Sum to Date: \$0.00 Total Billed to Date: _____ Retainage: 0.00% \$0.00 Total Billed to Date Less Retainage: \$0.00 Total Previous Invoices Submitted Less Retainage: _____ Current Amount Due: \$0.00	Original DBE Subcontractor(s) Sum: _____ Net Change by Change Order: _____ DBE Subcontractor(s) Sum to Date: \$0.00 Total Invoices Submitted for DBE Payment to Date: _____ Retainage: 0.00% \$0.00 Total Invoices Submitted for DBE Payment to Date Less Retainage: \$0.00 Total Previous Invoices Submitted Less Retainage: _____ Current DBE Payment Due: \$0.00

List DBE Subcontractor(s), DBE Invoice Number(s) and the current DBE Payment Due:		
DBE Subcontractor Name	DBE Invoice Number	DBE Amount Due

The undersigned Contractor certifies that the above listed DBE charges have been incurred by the respective DBE subcontractor(s) and that the DBE firm(s) has(ve) been paid or will be paid this amount from the proceeds of the attached invoice. The Contractor further certifies that records supporting these DBE expenditures, including retainage, shall be maintained and made available to SEPTA or its designee upon request.

Company Official: _____ <small>(type or print)</small>	Title: _____ <small>(type or print)</small>
_____ <small>(signature)</small>	Date: _____



SEPTA
NON-DBE PARTICIPATION SCHEDULE
(Request for Proposals)

As specified in the DBE Participation Section included in the Solicitation Documents, the Proposer must furnish to SEPTA the details of non-DBE subcontractor participation.

PROJECT NAME: _____

RFP NO.: _____

1. **WORK/SERVICES TO BE PERFORMED BY SUBCONSULTANTS**
2. **MATERIAL/SUPPLIES TO BE PURCHASED FROM SUPPLIERS**

NAME OF FIRM CONTACT PERSON, BUSINESS ADDRESS, TELEPHONE NUMBER		DESCRIPTION OF WORK/SERVICES TO BE PERFORMED / MATERIAL TO BE SUPPLIED	TOTAL PARTICIPATION
Firm Name:			%
Contact:			
Address:			
Tele. No.:			
Firm Name:			%
Contact:			
Address:			
Tele. No.:			
Firm Name:			%
Contact:			
Address:			
Tele. No.:			
Firm Name:			%
Contact:			
Address:			
Tele. No.:			
Firm Name:			%
Contact:			
Address:			
Tele. No.:			

(Type or Print all information)

Name of Proposer: _____ (type or print)	Tele. No.: () _____
	Email: _____
Contact: _____ (type or print)	Title: _____
Signature: _____	Date: _____

MUST BE PROVIDED ON PROPOSER'S OFFICIAL LETTERHEAD

RE: DBE PARTICIPATION - COMMITMENT/CONFIRMATION

SEPTA Sealed Bid

No. _____

Project Name: _____

<Proposer> is committed to contracting with <DBE Firm> for participation on the SEPTA solicitation referenced above. <DBE Firm> is scheduled to provide the following services and/or materials/supplies:

<Provide a Detailed Description of the Services and/or Materials/Supplies* to be furnished by the named DBE Firm>.

For approximately \$<\$\$,\$\$\$>, or xx% of the total contract.

(*60% of the total agreed price for DBE suppliers will be credited towards the DBE goal)

Proposer's Representative Name/Title *(please type or print)*

Signature

Date

DBE Firm's Representative Name/Title *(please type or print)*

Signature

Date



Disadvantaged Business Enterprise (DBE) INVOICE PAYMENT REPORT (IPR)

APPLICATION DATE: _____ PERIOD FROM: _____ TO: _____ CONTRACTOR NAME AND ADDRESS: _____ _____ PROJECT NAME: _____ _____ CONTRACT NUMBER: _____ PURCHASE ORDER NUMBER: _____	FOR SEPTA'S USE ONLY Contractor's Application for Payment <input type="checkbox"/> APPROVED <input type="checkbox"/> REJECTED <input type="checkbox"/> ITEM(S) DISALLOWED (specify): _____ _____ _____ _____ SEPTA Project Manager
---	--

PART I: CONTRACT INFORMATION	PART II: DBE INFORMATION
Original Contract Sum: _____ Net Change by Change Order: _____ Contract Sum to Date: _____ \$0.00 Total Billed to Date: _____ Retainage: 0.00% _____ \$0.00 Total Billed to Date Less Retainage: _____ \$0.00 Total Previous Invoices Submitted Less Retainage: _____ Current Amount Due: _____ \$0.00	Original DBE Subcontractor(s) Sum: _____ Net Change by Change Order: _____ DBE Subcontractor(s) Sum to Date: _____ \$0.00 Total Invoices Submitted for DBE Payment to Date: _____ Retainage: 0.00% _____ \$0.00 Total Invoices Submitted for DBE Payment to Date Less Retainage: _____ \$0.00 Total Previous Invoices Submitted Less Retainage: _____ Current DBE Payment Due: _____ \$0.00

List DBE Subcontractor(s), DBE Invoice Number(s) and the current DBE Payment Due:		
DBE Subcontractor Name	DBE Invoice Number	DBE Amount Due

The undersigned Contractor certifies that the above listed DBE charges have been incurred by the respective DBE subcontractor(s) and that the DBE firm(s) has(ve) been paid or will be paid this amount from the proceeds of the attached invoice. The Contractor further certifies that records supporting these DBE expenditures, including retainage, shall be maintained and made available to SEPTA or its designee upon request.

Company Official: _____
(type or print)

(signature)

Title: _____
(type or print)

 Date: _____

MUST BE PROVIDED ON PROPOSER'S OFFICIAL LETTERHEAD

RE: DBE PARTICIPATION - COMMITMENT/CONFIRMATION

SEPTA RFP No. _____

Project Name: _____

<Proposer> is committed to contracting with <DBE Firm> for participation on the SEPTA solicitation referenced above. <DBE Firm> is scheduled to provide the following services and/or materials/supplies:

<Provide a Detailed Description of the Services and/or Materials/Supplies* to be furnished by the named DBE Firm>.

For approximately \$<\$\$,\$\$\$>, or xx% of the total contract.

(*60% of the total agreed price for DBE suppliers will be credited towards the DBE goal)

_____ Proposer's Representative Name/Title <i>(please type or print)</i>	_____ Signature	_____ Date
_____ DBE Firm's Representative Name/Title <i>(please type or print)</i>	_____ Signature	_____ Date

Attachment 7

SEPTA Solicitation Statistics



SEPTA SOLICITATION STATISTICS

Dear Contractor/Consultant/Subcontractor/Subconsultant:

In accordance with Federal Regulation 49 CFR part 26.11, SEPTA must maintain bidding statistics on **all** contractors/consultants and subcontractors/subconsultants bidding on contracts. Please include copies of this form with your bid/proposal package to any subcontractors/subconsultants. You are required to return the form for each bidder/proposer with your bid/proposal package. This applies to both disadvantaged business enterprises (DBEs) and non-DBEs (a DBE is a firm which meets the criteria set forth in 49 CFR part 26).

Thank you for your assistance with this request. If you should have any questions, comments or suggestions, please contact the Director of SEPTA's DBE Program Office at 215-580-3710.

*The information gathered on this form will be used for statistical purposes only
and is set forth under 49 CFR part 26.*

Firm Name:	
Firm Address:	
Description of Services:	
NAICS Code: _____ (www.census.gov/epcd/www/naics.html)	
Status:	DBE _____ Non-DBE _____
Month/Year firm established: _____	

Company Owner(s) Ethnic Group Membership: (optional)

- ☐ Black
 ☐ Hispanic
 ☐ Native American
☐ Asian Pacific
 ☐ Subcontinent Asian
☐ Other (specify) _____

Annual Gross Receipts of the Firm: (check one)

Less than \$500,000	_____	\$500,000 - \$1 Million	_____
\$1 Million - \$5 Million	_____	\$5 Million - \$10 Million	_____
\$10 Million - \$20 Million	_____	Above \$20 Million	_____

Project Name: _____

Bid Number: _____

Name (Type or Print): _____

Date: _____

Title: _____

Signature: _____

Telephone No.: () _____

Email Address: _____

Facsimile No.: () _____

Rev 092410

Attachment 8

Project Progress

And

Performance Evaluation Form

PERFORMANCE EVALUATION (OTHER THAN ARCHITECT-ENGINEER)				1. FUND NUMBER	
				1	
				2. PURCHASE ORDER	
				3. CPMS NUMBER	
IMPORTANT: Be sure to complete both pages of this Performance Evaluation. If additional space is necessary for any item, use Remarks Section on next page.					
4. TYPE OF REPORT <i>(Check one)</i>			5. REPORT NUMBER		6. DATE OF REPORT
<input type="checkbox"/> INTERIM <input type="checkbox"/> COMPLETION OF SERVICE OR STUDY <input type="checkbox"/> TERMINATION					
7. NAME AND ADDRESS OF CONSULTANT			8. PROJECT DESCRIPTION AND LOCATION		
9. OFFICE RESPONSIBLE FOR					
A. SELECTION OF CONSULTANT		B. NEGOTIATION/AWARD OF CONTRACT		C. ADMINISTRATION OF CONTRACT	
10. CONTRACT DATA					
A. TYPE OF WORK			B. TYPE OF CONTRACT		
			<input type="checkbox"/> FIXED PRICE <input type="checkbox"/> COST PLUS FIXED FEE <input type="checkbox"/> OTHER <i>(Specify)</i>		
C. PROJECT COMPLEXITY		D. PROFESSIONAL SERVICES CONTRACT			
<input type="checkbox"/> DIFFICULT <input type="checkbox"/> SIMPLE <input type="checkbox"/> ROUTINE		INITIAL CONTRACT SUM		AMENDMENTS	
		CLAIMS BY CONSULTANT		(a) FINAL CONTRACT SUM	
E. DATE OF NOTICE TO PROCEED		F. CONTRACT COMPLETION DATE <i>(Including extensions)</i>			G. ACTUAL COMPLETION DATE
11. KEY CONTRACTOR DATA					
A. NAMES		B. ADDRESS		C. SPECIALTY	
12. OVERALL RATING				13. RECOMMENDED FOR FUTURE CONTRACTS?	
<input type="checkbox"/> EXCELLENT <input type="checkbox"/> AVERAGE <input type="checkbox"/> POOR				<input type="checkbox"/> YES <input type="checkbox"/> NO <i>(If "NO", explain in REMARKS on reverse)</i>	
14A. NAME AND TITLE OF RATING OFFICIAL				15A. NAME AND TITLE OF REVIEWING OFFICIAL	
14B. SIGNATURE		14C. DATE		15B. SIGNATURE	
				15C. DATE	

PERFORMANCE EVALUATION (Other than Architect/Engineer)

(Continuation from previous page)

Consultant:

Performance Elements	N/A	Excellent	Average	Poor	No Information	Signature & Date
Professionalism						
Accuracy of Work						
Cooperation						
Completeness						
Coordination						
Effectiveness of Management						
Timely Performance						
Personnel Qualifications						
Quality of Presentation						
Quality of Work						

REMARKS *(Explain all Excellent and Poor ratings.)*

Attachment 9

Certification Regarding Compliance

With

Immigration Reform and Control Act of 1986

Certification Regarding Compliance with Immigration Reform and Control Act of 1986

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

1. Contractor has and will continue to comply with, for the duration of this Contract, the requirements of 8 U.S.C. § 1324a with respect to the hiring, recruiting or referral for employment of an alien in the United States of America.
2. Contractor will:
 - 1) Complete the Employee Eligibility Form (I-9) for each person that it hires.
 - 2) Utilize the electronic employment verification system ("E-Verify") designated in Executive Order 12989, and shall keep each I-9 Form on file for at least three (3) years, or one (1) year after employment ends, whichever is longer.
3. Contractor shall require that the provisions of this certification be included in the award documents for all sub-awards 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 the parties entered into this Contract. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Act 43 of 2006, the Illegal Alien Labor on Assisted Act also known and cited as the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Signature:

Company Name:

Title:

Date:

[END OF SECTION]

Attachment 10

Commonwealth of Pennsylvania Contract Requirements

Commonwealth of Pennsylvania Contract Requirements

DEFINITIONS:

- A. For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a proposer, offeror, supplier, or subgrantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or subgrant with SEPTA.

SR-1 Nondiscrimination/Sexual Harassment Clause.

A. APPLICABILITY

This article applies to all purchase orders and contracts.

B. The Contractor agrees:

In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under any subgrant agreement, contract, or subcontract, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of SEPTA shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

Any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.

Any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.

Any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

Each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. Each subgrantee, contractor and subcontractor further represents that it has filed a Standard

Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. Any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by SEPTA, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

Any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

Each subgrantee’s, contractor’s and subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the agreement through the termination date thereof. Each subgrantee, contractor and subcontractor shall have an obligation to inform the SEPTA if, at any time during the term of the agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

SEPTA may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the SEPTA may proceed with debarment or suspension and may place the subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

SR-2 ADA Provision

A. APPLICABILITY

This article applies to all purchase orders and contracts.

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

Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act

which are applicable to the benefits, services, programs, and activities provided by SEPTA through contracts with Contractors.

The Contractor shall be responsible for and agrees to indemnify and hold harmless SEPTA from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the Contractor's failure to comply with the provisions of the above paragraph.

SR-3 Contractor Integrity Provisions.

A. APPLICABILITY

It is essential that those who seek to contract with SEPTA observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of SEPTA's contracting and procurement process.

DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

"Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

"Consent" means written permission signed by a duly authorized officer or employee of SEPTA, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, SEPTA shall be deemed to have consented by virtue of the execution of this contract.

"Contractor" means the individual or entity, that has entered into this Contract with SEPTA.

"Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, SEPTA's Board members or owners of 5 percent or more interest in the Contractor.

"Financial Interest" means either:

- (1) Ownership of more than a five percent interest in any business; or
- (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

"Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or

contracts of any kind. The exceptions set forth in the Governor' s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

“Non-bid Basis” means a contract awarded or executed by SEPTA with Contractor without seeking bids or proposals from any other potential proposer or offeror.

B. In furtherance of this policy, Contractor agrees to the following:

Contractor shall maintain the highest standards of honesty and integrity during the performance of this Contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with SEPTA.

Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with SEPTA and SEPTA employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well- lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this Contract, except as provided in this Contract.

Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this Contract, unless the financial interest is disclosed to SEPTA in writing and SEPTA consents to Contractor's financial interest prior to SEPTA's execution of the Contract. Contractor shall disclose the financial interest to SEPTA at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the Contract signed by Contractor.

Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;

- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and SEPTA will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify SEPTA in writing if at any time during the term of the Contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that SEPTA may, in its sole discretion, terminate the Contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the Contract.

Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §3A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a SEPTA officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the SEPTA contracting officer or SEPTA's Office of the Inspector General in writing.

Contractor, by submission of its bid or proposal and/or execution of this Contract and by the submission of any bills, invoices or requests for payment pursuant to the Contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the Contract, to include any extensions thereof. Contractor shall immediately notify SEPTA in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse SEPTA for the reasonable costs of investigation incurred by SEPTA's Office of the Inspector General for investigations of the Contractor's compliance with the terms of this Contract or any other agreement between the Contractor and SEPTA that results in the suspension or debarment of the

Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

Contractor shall cooperate with the Commonwealth's Office of the Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this Contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this Contract solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between SEPTA and any such subcontractor, and no third party beneficiaries shall be created thereby.

For violation of any of these Contractor Integrity Provisions SEPTA may terminate this Contract and any other Contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this Contract, and debar and suspend Contractor from doing business with SEPTA and the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

SR-4 Contractor Responsibility.

A. APPLICABILITY

This article applies to all purchase orders and contracts.

- B.** For the purpose of these provisions, the term "Contractor" is defined as any person, including, but not limited to, a proposer, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under institutions. The term "Contractor" may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

1. The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the

Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

2. The Contractor must also certify, in writing, that as of the date of its execution of any Commonwealth contract, it has no tax liabilities or other Commonwealth obligations.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state governmental entity. Such notification shall be made within 15 days of suspension or debarment.
4. The failure of the Contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for reasonable costs of investigation incurred by the Office of the Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations which do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain the current list of suspended and debarred Commonwealth Contractors by either searching the Internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125

SR-5 Retainage

A. APPLICABILITY

This article applies to all construction purchase orders and contracts.

- B.** SEPTA may withhold an amount not to exceed five (5%) percent of SEPTA's portion of net Project cost of this Contract to ensure substantial completion by the Contractor of the Project. SEPTA may at any time release any portion of any such retainage if, in the opinion of SEPTA, the Contractor has substantially completed sufficient portions of the Project to justify such payments.

SR-6 Steel Products

A. APPLICABILITY

This article applies to all purchase orders and contracts.

- B.** All steel products used or supplied in the performance of the Contract shall be products produced from steel made in the United States in conformity with the Steel Products Procurement Act of 1978 (Act No. 3 of 1978, March 3, P.L. 6 (73 P.S. §1881 et seq.)), as amended and, if the federal Buy America requirements are applicable to the Contract, in full conformity with the Buy America provisions of 49 U.S.C. §5323 (j) [formerly the Federal Surface Transportation Assistance Act of 1982, as amended] and the applicable regulations in 49 CFR part 661.

Contractor shall insert this requirement as a special condition for any subcontract awarded in the performance of the Project.

SR-7 Diverse Business Participation for Non-Federally-Funded Projects

A. APPLICABILITY

This article applies to all purchase orders and contracts.

- B.** For non-federally funded projects, the Contractor shall comply with provisions of Section 303 of Title 74 of Purdon's Statutes. 74 Pa.C.S. §303 (Diverse business participation).

SR-8 Right To Know

A. APPLICABILITY

This article applies to all purchase orders and contracts.

- B.** Subgrantee or Contractor understands that this Contract and records related to or arising out of the Contract are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL").

If SEPTA needs the Subgrantee's or Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Subgrantee or Contractor using the legal contact information provided in the Agreement. The Subgrantee or Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to SEPTA.

Upon written notification from SEPTA that it requires Subgrantee's or Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in Subgrantee's or Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Subgrantee or Contractor shall:

- (1) Provide SEPTA, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Subgrantee's or Contractor's possession arising out of this Contract that SEPTA reasonably believes is Requested Information and may be a public record under the RTKL; and
- (2) Provide such other assistance as SEPTA may reasonably request, in order to comply with the RTKL with respect to this Contract.

If Subgrantee or Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Subgrantee or Contractor considers exempt from production under the RTKL, Subgrantee or Contractor must notify SEPTA and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Subgrantee or Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

SEPTA will rely upon the written statement from Subgrantee or Contractor in denying a RTKL request for the Requested Information unless SEPTA determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should SEPTA determine that the Requested Information is clearly not exempt from disclosure, Subgrantee or Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of SEPTA's determination.

If Subgrantee or Contractor fails to provide the Requested Information within the time period required by these provisions, Subgrantee or Contractor shall indemnify and hold SEPTA harmless for any damages, penalties, costs, detriment or harm that SEPTA may incur as a result of Subgrantee's or Contractor's failure, including any statutory damages assessed against SEPTA.

SEPTA will reimburse Subgrantee or Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

Subgrantee or Contractor may file a legal challenge to any SEPTA decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Subgrantee or Contractor shall indemnify SEPTA for any legal expenses incurred by SEPTA as a result of such a challenge and shall hold SEPTA harmless for

any damages, penalties, costs, detriment or harm that SEPTA may incur as a result of Subgrantee's or Contractor's failure, including any statutory damages assessed against SEPTA, regardless of the outcome of such legal challenge. As between the parties, Subgrantee or Contractor agrees to waive all rights or remedies that may be available to it as a result of SEPTA's disclosure of Requested Information pursuant to the RTKL.

The Subgrantee's or Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Subgrantee or Contractor has Requested Information in its possession.

[END OF SECTION]

Attachment 11

SEPTA EEO/AA Contractual Requirements

SEPTA EEO/AA Contractual Requirements

NON-DISCRIMINATION:

During the performance of the Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
3. The Contractor will send to each Labor Union or Representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said Labor Union or Worker's Representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all Affirmative Action provisions of the Agreement.
5. The Contractor will furnish all information and reports required by SEPTA and will permit access to its books, records, and accounts by the EEO Compliance Officer for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clause of the Agreement, the Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further SEPTA contracts.
7. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as SEPTA may direct as a means of enforcing such provisions, including sanctions for noncompliance.
8. The Contractor shall have an Affirmative Action Plan declaring that it does not discriminate on the basis of race, color, religion, creed, national origin or sex and specifying minority and female goals to assure implementation of the Plan. SEPTA shall

assure compliance with this requirement and promptly investigate suspected or reported violations.

9. SEPTA reserves the right to monitor and periodically audit its Contractor's compliance with the specifications discussed in this section. In the event the Contractor fails to comply with the nondiscrimination provisions of the Contract, the Contractor may also be subject to termination of the Contract or other remedies as provided in 49 CFR Part 26.13(b). SEPTA shall make a report of any such compliance issues to the Office of Federal Contract Compliance Programs (OFCCP).

[END OF SECTION]

Attachment 12 Buy America Certificate

BUY AMERICA CERTIFICATE (Form 1)

Certificate of Compliance With 49 U.S.C. 5323(j)

{NOTE: Only one of the certifications below may be executed by the bidder. Failure to execute one or execution of both could result in rejection of the bid}

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j) and the applicable regulations in 49 CFR part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

or

Certificate for Non-Compliance With 49 U.S.C. 5323(j)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j) and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____