CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR

Preventive Maintenance/Repair of Material Handling & Floor Scrubber/Sweeper Equipment,
3-Year Term
INSTRUCTIONS TO BIDDERS

1. **Read All Contract Documents!!!**

Bidders shall carefully examine the Contract Documents in their entirety as no extra payments or allowance will be made for ignorance of for failure to comprehend, any of the conditions set out anywhere in this entire package.

2. **Firm Bids**

Each bid submitted shall remain firm for at least ninety (90) days from the date of the Bid Opening and may not be withdrawn in whole or in part during that time. Bidder shall forfeit its bid security to the extent of the damage to SEPTA occasioned by such withdrawal.

3. **Complete Price**

The price quoted in any bid submitted shall include all items of labor, materials, tools, equipment, insurance and other costs necessary to fully complete the work pursuant to the Contract Documents. It is the intention of the Contract Documents to provide and require a completed work project ready for operation. Any work items omitted from such Contract Documents which are clearly necessary for the completion of such work and its appurtenances shall be considered a part of such work although not directly specified or called for in the Contract Documents. The total price quoted for any item(s) shall be deemed by SEPTA to include the costs and NO EXTRAS will be allowed on that account. Bids which purport to exclude these costs will be rejected as non-responsive.

4. **Basis of Award**

An award, if any will be to the lowest responsive, responsible bidder excluding any cash discount offered for the Total of All item(s) listed in each or any of the two(2) Schedule A forms, per Specifications, if applicable, as deemed in the best interest of SEPTA. Any contract(s) to be awarded will be awarded to the RESPONSIBLE BIDDER(S) submitting the LOWEST RESPONSIVE BID or COMBINATION of BIDS. In considering alternates the following will prevail:

a. Where alternates (additive or deductive) are not permitted or requested or where SEPTA elects to award a contract excluding alternates, the award, if one is made, shall be made to the responsible bidder submitting the lowest BASE BID.

b. Where alternates (additive or deductive) are required to be bid and such alternates may be selected by SEPTA as part of the performance under the contract, the award(s), if one is made, shall be made to the responsible bidder submitting the lowest BASE BID (price without consideration of alternates). However, award of work for alternates may only be made to the bidder submitting the lowest BASE BID if the total of the BASE BID and the bid for such alternate or alternates, is the lowest bid submitted. If the bidder submitting the lowest BASE BID is not the lowest bidder for the total BASE BID plus alternate, or alternates, no alternates shall be awarded.

c. **Responsiveness.** A responsive bid is one, both as to form and substance, which conforms to all the essential terms and conditions of the Invitation and in which the work/material offered meets the specifications in all essential respects. SEPTA reserves the right to waive minor informalities or irregularities whenever it is to the advantage of SEPTA to do so.
d. **Responsibility.** SEPTA will only award a contract to a firm which it has determined to be responsible. The Bidder shall furnish adequate documentation, as determined by SEPTA, within five (5) days of receipt of SEPTA’s written request to permit SEPTA to determine the responsibility of bidder. A responsible bidder is one which 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;

(3) **Affirmative Action and DBE** – Is in compliance with the Common Grant Rules’ affirmative action and DOTs’ 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, construction 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;

(10) **Performance Record** – Is able to provide a satisfactory current and past performance record.

**SEPTA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART OF ANY OR ALL BIDS, WHENEVER IT IS IN THE BEST INTEREST OF SEPTA TO DO SO.**

5. **Taxes**

Bidder, as a result of any contract entered into pursuant to this Invitation, 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, bidder 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 Invitation.

Bidder acknowledges that nothing in this Invitation constitutes legal advice by SEPTA thereon. Bidder, to whatever extent that Bidder deems necessary, must obtain its own legal advice on any question concerning
relevant taxes. Bidder is responsible for making its own investigation to determine whether or not it is subject to municipal, Commonwealth or Federal taxes and for paying for such tax if applicable. Bidders 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.

6. **Time of Completion, Completion Date**

The work must be completed within 1,095 calendar days from the date of receipt by contractor of SEPTA's NOTICE TO PROCEED.

7. **Bid Security** **NOT USED**

8. **Discrepancies - Duty of Bidder to Clarify Ambiguities**

Should a bidder find any discrepancy or ambiguity, or omission from the drawings and/or specifications, or should it be in doubt as to their meaning, the Bidder must at once notify SEPTA who will, if it determines it to be necessary, send a written addendum for clarification purposes to all bidders. Only written modifications issued as addenda will effect changes in the Bidding and/or Contract Documents. Failure of bidder to clarify ambiguities prior to bid opening constitutes a waiver of their right to raise any such ambiguity after bid opening.

9. **Addenda**

The contents of all addenda to bidders are to be incorporated in the bid and will become part of the Bidding and/or Contract Documents. The Bid Opening will be held no earlier than the fifth (5th) calendar day from the date of any addenda.

10. **Site Inspections - NOT USED**

11. **Proposed Subcontractor's Listing**

SEPTA reserves the right, prior to award, to approve or disapprove all subcontractors, who will be hired to perform portions of the work. Following the bid opening, bidders shall submit to SEPTA the list of their proposed subcontractors within ten (10) days of receipt of SEPTA's written request. Bidders, as part of their bids, may submit a subcontractors list where indicated on the Bid Form.

12. **Or Equals**

Where items of equipment and/or material is defined by using a trade name or the name and catalog number of a particular manufacturer or vendor, or a limited description, the term "OR EQUAL" if not written thereafter shall be implied. Any reference to a particular manufacturer's product either by trade name or limited description is only for purposes of setting a standard of performance, quality, composition, construction or size.

The term "OR EQUAL" means any other manufactured product or article which is equivalent in material, workmanship and service and is as efficient and economical in operation in the opinion of SEPTA.

Within five (5) days of bid opening, bids which offer "OR EQUAL" items must be accompanied by full description and technical data on equipment and/or material proposed and shall include the cost of all changes or modifications necessary to integrate the proposed equivalent item(s) with existing or related equipment. SEPTA's determination as to whether the proposed alternate is "EQUAL" to the specified items for SEPTA's specified use and purposes shall be final and conclusive.
13. **Bid Package**

The Bid Package that will be submitted to SEPTA must include the following **to be considered responsive**:

a. signed Bid Acknowledgement Form;

b. Buy America Certificate, signed (If the highest possible Contract Sum, taking into consideration of all items bid and all possible combinations of alternates which might be included in the actual award is over $100,000); and,

c. completed Schedule A(s).

14. **Contract**

The bidders should execute and submit two (2) original signature versions of the Agreement signature page (9) only.

If bidder's Bid Form contains base bid and ALTERNATES (additive or deductive) bidder shall leave Paragraph II. (Contract Sum) of the Agreement blank. The final dollar amount shall be inserted by SEPTA in accordance with bidders' bid based on base bid plus or minus those alternates chosen by SEPTA.

The Agreement signature pages of all bidders will be retained by SEPTA until (a) a contract is awarded and entered into; (b) a period of ninety (90) days has passed or; (c) all bids are rejected, whichever comes first.

15. **Non-Collusion Requirement**

In the event bidder is deemed the lowest responsive bidder and as part of the bid signed herewith, bidder 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. A sample Affidavit of Non-Collusion is included in the Bid Forms.

16. **Construction Subcontracting Requirements**

Bidders are reminded that SEPTA's construction contract sets forth requirements which must be met by and included in any subcontract awarded by a construction contractor under contract to SEPTA. The general requirements which must be met by a subcontract are set forth in Paragraph IX Subcontracts, of the contract. All Federal and State provisions and clauses (Exhibits I, II & IV) must be included in all subcontract.

17. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

**Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor’s principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by SEPTA. If it is later
determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to SEPTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

18. **Disadvantaged Business Enterprise (DBE) Goal**

**No Goal(s) Established** – While SEPTA has not established a goal for this solicitation, we must attempt to use race-neutral means of obtaining DBE participation whenever possible. In accordance with 49 CFR parts 26.39 and 26.51, we strongly encourage prime contractors to provide subcontracting opportunities that small businesses, including DBEs, can reasonable perform. If the successful bidder will be using a DBE subcontractor/subconsultant/supplier in conjunction with the contract, the bidder must submit a properly executed DBE Participation Schedule for each participating DBE subcontractor/subconsultant/supplier. Please refer to the DBE section, Exhibit IV.

19. **SEPTA Solicitation Statistics Survey for DBE and Non-DBE Contractor/Subcontractor Form**

All Bidders are required to complete a SEPTA Solicitation Statistics Survey for themselves and each of their DBE and non-DBE bidders in accordance with 49 CFR part 26.11. The form is to be signed by an officer legally authorized to bind the Bidder to a Contract and shall be submitted to SEPTA upon written request.

20. **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.

21. **Certification Regarding Lobbying.**

By signing and submitting a bid, the bidder agrees to furnish the Certification Regarding Lobbying. The signed Certification may be submitted concurrent with the submission of the Bid Forms. If the Certification is not submitted along with the Bid Forms, it shall be submitted within five (5) days of bid opening, unless SEPTA grants, in writing, an extension.

22. **Buy America Provision**

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.

23. Certification Regarding Compliance with Immigration Reform and Control Act of 1986

By signing and submitting a bid, the bidder 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 may be submitted concurrent with the submission of the Bid Forms. If the Certification is not submitted along with the Bid Forms, it shall be submitted within five (5) days of bid opening, unless SEPTA grants, in writing, an extension.

24. Furnishing of Bonds - NOT USED

25. Rights Reserved

In submitting their bid the Contractor understands that the right is reserved by SEPTA to reject any and all bids, or part of any bid, and it is agreed that the bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the consent of SEPTA.

It is also understood and agreed that if the bidder should withdraw any part or all of its bid within ninety (90) days after the bid opening without the consent of SEPTA, or shall refuse or be unable to enter into the Contract as provided with these documents, it shall indemnify SEPTA to the extent of SEPTA’s damages occasioned by such withdrawal, or refusal, or inability to enter into a contract.

26. Single Bid Response

In submitting this bid, it is understood and agreed by the undersigned bidder that in the event that only one responsive bid is received by SEPTA, bidder, within ten (10) days of receipt of SEPTA's written request, will furnish a price analysis of the amount(s) bid in this bid.

In the event that the amount bid exceeds $100,000 for an item for which only one responsive bid is received by SEPTA, bidder, within ten (10) days of receipt of SEPTA's written request, will also furnish a detail cost breakdown (including but not limited to such items as labor costs, overhead, material costs and profit) of the amount bid in this bid for such item. The costs included in the bid shall be calculated in accordance with Federal Acquisition Regulation Part 31, Contract Cost Principles and Procedures.

The purpose of the above information is to permit SEPTA to make a determination that the price is fair and reasonable in accordance with SEPTA's Procurement Manual. Bidder further agrees to cooperate with SEPTA in SEPTA's evaluation and to permit verification by SEPTA of data provided by bidder through audit or other means.
27. **A Bid/Proposal Protest Procedure:**

Bid/proposal protests relative to this procurement will be reviewed and adjudicated by SEPTA in accordance with the following Bid/Proposal Protest Procedure.

**SEPTA BID/PROPOSAL PROTEST PROCEDURE**

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 Senior Director of Procurement 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 Senior Director of Procurement or his/her designee (hereinafter Senior Director of Procurement).

2.4 “Federal/State Law or Regulation” means any valid requirement imposed by Federal, State, or other Statute or regulation.

2.5 “Presumptive Contractor” 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 Senior Director of Procurement, 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 of the pending protest.

5.2 If deemed appropriate, 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 Senior Director of Procurement 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 Senior Director of Procurement 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 Senior
Director of Procurement, 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 Senior Director of Procurement 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 Senior Director of Procurement, 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 Senior Director of Procurement, 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 Senior Director of Procurement will again review the protest considering all currently available information. The Senior Director of Procurement’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]
NON-COLLUSION AFFIDAVIT (SB # 16-00003-APES)

State of ____________________________)
County of ____________________________)

______________________________, being first duly sworn,

deposes and says that he/she is ________________

(insert "sole owner", "a partner", or other proper title)

of ____________________________ the offeror submitting this bid; that such offer was not made in the interest
of or on behalf of any undisclosed person, partnership, company, organization or corporation that such offer
is genuine and not collusive or a sham; and that said offeror has not been a party to any agreement to bid a
fixed amount or to refrain from offering and has not, directly or indirectly, by agreement, communication or
conference with anyone attempted to induce action prejudicial to the interests of the Southeastern
Pennsylvania Transportation Authority, of any offeror or anyone else interested in the proposed contract;

Signed: ________________________________

Subscribed and Sworn to before me this ________ day of ______________, 20____.

____________________________________
NOTARY PUBLIC

(Seal of Notary)
BID ACKNOWLEDGMENT FORM –TECHNICAL SERVICES CONTRACT

Bid No. 16-00003-APES: Preventive Maintenance/Repair of Material Handling & Floor Scrubber/Sweeper Equipment, 3-Year Term

Date: __________________________

Gentlemen:

The bidder hereby acknowledges the DBE contract goal(s) established for this solicitation and will comply with the requirements of 49 CFR Part 26 found in Exhibit IV of the Contract. Having examined the Invitation to Bid, the Instructions to Bidders, this Bid Form, the Contract, and the Specifications and all addenda entitled Preventive Maintenance/Repair of Material Handling & Floor Scrubber/Sweeper Equipment, 3-Year Term (hereinafter referred to as the "Project"), and the conditions affecting and governing the performance of said Project, the undersigned hereby bids to furnish all services, material and perform all labor specified and described in the said contract documents and as shown in the said Drawings for the said Project and meet all conditions of the contract, in consideration of the contract sum, which shall be a total price of the entire Project in accordance with the following schedule of items:

If Bidder is a CORPORATION execute here:

EXECUTED FOR _____________________________________________

*If signed by some other officer, a power of attorney or certified Board Resolution authorizing such signature must be attached

BY _____________________________________________

*President or *Vice President

ATTEST: _____________________________________________

*(Asst.) Secretary or *(Asst.) Treasurer

If Bidder is PARTNERSHIP execute here:

Name of Partnership

WITNESS _________________________________ _________________________________

Signing Partner

Principal Partners (10% or more) ______________________________________________

________________________________________________________________________

________________________________________________________________________

If Bidder is an INDIVIDUAL execute here:

Trade or Business Name: ___________________________________________________,

and State of Registration:___________________________.

WITNESS _________________________________ _________________________________

Signature of Owner
# Material Handling Equipment Maintenance & Repair - 3 Years, SB 16-00003-APES

## Schedule A (2-pages)

Provide all Labor, Material, Equipment, Insurance, Permits, Licenses, etc. to complete the Work in accordance with all documents provided with the IFB and as modified via Addendum. Services will be on an "As Required" basis for the duration of the 3-Year Agreement. Quantities are estimated and not guaranteed by SEPTA.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit-Cost</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Forklifts &amp; Tow Tractors(Diesel, Gasoline &amp; Propane), Preventive Maintenance per Specification dated Jan. 2016.</td>
<td>612</td>
<td>each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Scissors Lifts(Electric &amp; Gas/Diesel/Propane), Preventive Maintenance per Specification dated Jan. 2016.</td>
<td>636</td>
<td>each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Pick up &amp; delivery of SEPTA equipment to be repaired at vendor's facility, transferred between SEPTA locations, or transferred to SEPTA designated Auction House. Applies to all equipment 12,000 lbs. or less or height 9'6&quot; or less.</td>
<td>300</td>
<td>each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Pick up &amp; delivery of SEPTA equipment to be repaired at vendor's facility, transferred between SEPTA locations, or transferred to SEPTA designated Auction House. Applies to all equipment 12,001 lbs. or more or height greater than 9'6&quot;.</td>
<td>50</td>
<td>each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Repair Service in accordance with Specification dated Jan. 2016.</td>
<td>10,000</td>
<td>hour</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Service Calls</td>
<td>1,000</td>
<td>each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Parts allocation for all equipment repairs.</td>
<td>1</td>
<td>Lot</td>
<td>$450,000.00</td>
<td>$450,000.00</td>
</tr>
<tr>
<td>8.A</td>
<td>Parts Profit (% Markup)</td>
<td>1</td>
<td>%</td>
<td></td>
<td>No Total or calculation on this Line</td>
</tr>
<tr>
<td>9.</td>
<td>Parts Profit($) = $450,000(Item 8) x Markup(Item 8.A)</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL** (Item 1 through Item 8 + Item 9) $

**Basis of Award:** Refer to Instructions to Bidders, Page 1, Item 4.

Name of Bidder: ________________________________

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Technical Svcs. Contract
Bid Form

12 02/15
Material Handling Equipment Maintenance & Repair - 3 Years,  
SB 16-00003-APES

Schedule A (2-pages)

Notes

1. Bidders must bid on all items in either each, or both, Schedule A forms to be considered responsive. Failure to bid on any Item(s) in a Schedule A will result in the bid for that Schedule A being rejected as non-responsive. This is a Requirements Type Service Contract and SEPTA is not obligated to expend any specific amount of monies. SEPTA is not obligated to expend the allocated amount. The commencement of the work will be coordinated by the SEPTA Project Manager, Mr. Evan Wade (215) 580-3762, or SEPTA’s Representative. 

2. This is a three (3) year requirements type contract, which is scheduled to commence upon Contractor’s receipt of SEPTA’s Notice to Proceed. All materials are to be picked up/delivered on an "as required" basis and determined by SEPTA’s Project Manager.

3. Award is based on the lowest responsive bidder for each of the two (2) Schedule A forms. Please refer to Page 1, Article 4 of the Instructions To Bidders for additional basis of award information.

4. The initial pick up/delivery of material shall be expedited and completed within thirty (30) days from confirmation of award.

5. The above quantities are estimates. Payment will be based on the actual documented quantities at the contractual unit price.

6. Awardee will be required to provide a proposed work schedule to the Project Manager at the time of award.

7. All pick up and deliveries to include all transportation charges, tolls, etc. There will be no additional payment for stops.

8. Material and Workmanship- In addition to all warranties implied by Law, Contractor expressly warrants all workmanship and material (parts) against any which may be discovered by SEPTA within ninety (90) days from the date of final installation of said material (parts). Contractor shall make any necessary repairs to and any replacement of all and or part of the material (parts) during the period set forth above, at no additional cost to SEPTA.

NOTE: Exceptions to delivery requirement (s) will cause your bid to be rejected for non-responsiveness. Bidders are strongly urged to contact the Buyer for this project, prior to the scheduled bid opening, in the event there is a question/problem about the required delivery date (s).

Name of Bidder: ____________________________________________

Contact Person: ____________________________________________

Bidder St. Addr.: __________________________________________

City, State, Zip: __________________________________________

Phone Number: ___________________________________________

Fax Number: _____________________________________________

E-mail Address: ___________________________________________
Floor Scrubber/Sweeper Equipment Maintenance & Repair - 3 Years,
SB 16-00003-APES

Schedule A (2-pages)

Provide all Labor, Material, Equipment, Insurance, Permits, Licenses, etc. to complete the Work in accordance with all documents provided with the IFB and as modified via Addendum.
Services will be on an "As Required" basis for the duration of the 3-Year Agreement.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit-Cost</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>&quot;RIDE-ON&quot; - Preventive Maintenance per Specification &quot;Maintenance and Repair of Scrubber and Sweeper Equipment&quot;; dated Jan. 2016.</td>
<td>432</td>
<td>each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>&quot;PICK-UP AND DELIVERY&quot; - SEPTA's Equipment to be repaired at vendor's facility per Specification &quot;Maintenance and Repair of Scrubber and Sweeper Equipment&quot;; dated January 2016.</td>
<td>100</td>
<td>each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>&quot;REPAIR HOURS&quot; - per Specification &quot;Maintenance and Repair of Scrubber and Sweeper Equipment&quot;; dated January 2016.</td>
<td>5,000</td>
<td>each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Parts allocation for all equipment repairs.</td>
<td>1</td>
<td>lot</td>
<td>$200,000.00</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>6.A</td>
<td>Parts Profit (% Markup)</td>
<td>1</td>
<td>%</td>
<td>%</td>
<td>No Total or calculation on this Line</td>
</tr>
<tr>
<td>7.</td>
<td>Parts Profit($) = $200,000(Item 6) X % Markup(Item 6.A);</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL (Item 1 through Item 6 + Item 7) $

Basis of Award: Refer to Instructions to Bidders, Page 1, Item 4.

Name of Bidder: ____________________________

Technical Svcs. Contract
Bid Form
14
02/15
Notes

1. Bidders must bid on all items in either each, or both, Schedule A forms to be be considered responsive. Failure to bid on any Item(s) in a Schedule A will result in the bid for that Schedule A being rejected as non-responsive.

   This is a Requirements Type Service Contract and SEPTA is not obligated to expend any specific amount of monies. SEPTA is not obligated to expend the allocated amount. The commencement of the work will be coordinated by the SEPTA Project Manager, Mr. Evan Wade (215) 580-3762, or SEPTA's Representative.

2. This is a three (3) year requirements type contract, which is scheduled to commence upon Contractor's receipt of SEPTA's Notice to Proceed. All materials are to be picked up/delivered on an "as required" basis and determined by SEPTA's Project Manager.

3. Award is based on the lowest responsive bidder for each of the two(2) Schedule A forms. Please refer to Page 1, Article 4 of the Instructions To Bidders for additional Basis of Award information.

4. The initial pick up/delivery of material shall be expedited and completed within thirty (30) days from confirmation of award.

5. The above quantities are estimates. Payment will be based on the actual documented quantities at the contractual unit price.

6. Award will be required to provide a proposed work schedule to the Project Manager at the time of award.

7. All pick up and deliveries to include all transportation charges, tolls, etc. There will be no additional payment for stops.

Material and Workmanship- In addition to all warranties implied by Law, Contractor expressly warrants all workmanship and material (parts) against any which may be discovered by SEPTA within ninety (90) days from the date of final installation of said material (parts). Contractor shall make any necessary repairs to and any replacement of all and or part of the material (parts) during the period set forth above, at no additional cost to SEPTA.

NOTE: Exceptions to delivery requirements will cause your bid to be rejected for non-responsiveness. Bidders are strongly urged to contact the Buyer for this project, prior to the scheduled bid opening, in the event there is a question/problem about the required delivery dates.

Name of Bidder: __________________________________________________________

Contact Person: _________________________________________________________

Bidder St. Addr.: _________________________________________________________

City, State, Zip: _________________________________________________________

Phone Number: _________________________________________________________

Fax Number: ___________________________________________________________

E-mail Address: _________________________________________________________
ADDENDA ACKNOWLEDGEMENT FORM:

Sealed Bid: SB 16-00003-APES, PM/Repair of Material Handling & Floor Scrubber/Sweeper Equipment

All addenda, the receipt of which are hereby acknowledged by inserting the dates next to the appropriate numbers, have been included in this Bid and are listed below. Failure to properly acknowledge the addenda as set forth below may result in rejection of the bid. However, SEPTA reserves the right to accept the bid if SEPTA determines that the failure to properly acknowledge the addendum was due to a clerical mistake and if the bid intent can be determined from the bid submitted.

<table>
<thead>
<tr>
<th>ADDENDUM</th>
<th>DATE</th>
<th>ADDENDUM</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 1</td>
<td></td>
<td>No. 4</td>
<td></td>
</tr>
<tr>
<td>No. 2</td>
<td></td>
<td>No. 5</td>
<td></td>
</tr>
<tr>
<td>No. 3</td>
<td></td>
<td>No. 6</td>
<td></td>
</tr>
</tbody>
</table>

Name Of Bidder: ____________________________________________
BUY AMERICA CERTIFICATE

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}

Certification requirement for procurement of buses, other rolling stock and associated equipment.

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 661.11

Date: ____________________________
Signature: ________________________
Company: _________________________
Name: ___________________________
Title: ____________________________

or

Certificate of 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 may qualify for an exception to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR 661.7.

Date: ____________________________
Signature: ________________________
Company: _________________________
Name: ___________________________
Title: ____________________________
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: _____________________________________________
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. Consultant has and will continue to comply with, for the duration of this Agreement, 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. Consultant 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. Consultant 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 Agreement. 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: ________________________________
TECHNICAL SERVICES

CONTRACT

FOR

Preventive Maintenance/Repair of Material Handling & Floor Scrubber/Sweeper Equipment, 3-Year Term
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CONTRACT
FOR TECHNICAL SERVICES

THIS AGREEMENT, entered into this _____ day of ____________________________, 20__, by and between the Southeastern Pennsylvania Transportation Authority (hereinafter called "SEPTA"), a body corporate and politic exercising the powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof, with offices located at 1234 Market Street, Philadelphia, Pennsylvania, and ________________________________ (hereinafter called "CONTRACTOR"), a ________________________________ organized under the laws of ________________________________, with principal offices located at ________________________________,

WITNESSETH:

WHEREAS, SEPTA needs to acquire certain technical services hereinafter more fully described and set forth in the SPECIFICATIONS, attached hereto and incorporated herein, in connection with an undertaking known as Preventive Maintenance/Repair of Material Handling (&/or) Floor Scrubber/Sweeper, Equipment, 3-Year Term as set forth in the SCHEDULE A (hereinafter called the "Project");

WHEREAS, Contractor, pursuant to SEPTA's Invitation to Bid, has submitted a bid to perform those services described in the SPECIFICATIONS.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

I. Contractor shall perform those services and supply those products described in the SPECIFICATIONS which are attached hereto and made a part of the Contract and hereinafter called the "Work".

II. SEPTA shall pay Contractor for complete and faithful performance of the Contract in accordance with all its terms and conditions, the firm unit prices as set forth in SCHEDULE A, attached hereto and made a part hereof, in a total amount not to exceed $________________________ (hereinafter called "Contract Sum").

III. THE CONTRACT

A. The Contract Documents form the Contract and represent the entire and integrated agreement between the parties and, except for substantial representations made by the Contractor upon which SEPTA was entitled to rely in making the decision to award the Contract to the Contractor, supersede all prior negotiations, representations, or Agreements, either written or oral. The Contract Documents which form the Contract consist of the following:

1. Agreement, including any amendment, modification or change order to the Contract mutually agreed to in writing and signed by proper officials of both parties;

2. Performance Bond (if required);

3. Specifications, including any drawings (collectively referred to as the "SPECIFICATIONS");

4. Any other attachment or exhibit attached hereto;

5. Insurance Requirements; and

6. Bidding Documents as follows:

   a. Invitation to Bid;
b. Instructions to Bidders;
c. Bid Form;
d. Bid Specifications and Drawings;
e. Bid Security (if required); and
f. Addenda or Bulletins issued prior to bid opening.

B. Order Of Precedence. In the event of any conflicts among the Contract Documents listed in Paragraph III.A above, the terms and requirements of the document which appears earliest in the listing shall govern.

C. No change, modification, or amendment to the Contract shall be binding upon either party unless set forth in writing and signed by the proper officials of both parties and, where applicable, concurred in or approved by any government or agency or instrumentality thereof which provided financial assistance for the Project. Variations, additions, or exceptions to the terms and conditions set forth in the Contract Documents shall not be considered part of the Contract unless expressly agreed to in a writing signed by SEPTA and by a proper official of Contractor, if necessary, and incorporated herein.

IV. CONTRACT STANDARD

The SPECIFICATIONS, including any addenda and modifications issued thereto, shall provide the standard for determining whether the Work meets Contract requirements.

V. CONTRACTOR TO COOPERATE WITH SEPTA's DESIGNATED PROJECT REPRESENTATIVES

Contractor shall cooperate with SEPTA's Project Representatives, namely Evan Wade (215-580-3762) of SEPTA, or his/her representative(s) designated in writing (hereinafter called "Project Manager"), who shall be responsible for technical direction provided by SEPTA, and Paul Stavros (215-580-3543) of SEPTA, or his/her representative(s) designated in writing (hereinafter called "Contract Administrator"), who shall be responsible for the administration of the Contract on SEPTA's behalf.

VI. TIME OF PERFORMANCE

Contractor shall commence performance under the Contract within five (5) days of receipt of SEPTA's Notice to Proceed and shall fully complete performance, including submission of all required reports, of the Contract within the time specified in SCHEDULE A. All time limits contained in the Contract Documents are of the essence.

VII. LIQUIDATED DAMAGES – NOT USED

VIII. DELAY IN COMPLETION BEYOND CONTRACTOR's CONTROL

If Contractor shall be delayed in the completion and performance under the Contract or by reason of unforeseeable causes beyond its control and without its contribution, neglect, fault, or negligence, including but not restricted to acts of God, acts of neglect of SEPTA, acts of neglect of any other contractor, fires, floods, epidemics, quarantines, strikes, or freight embargoes, the time herein specified for completion of Contract Performance may be extended at the reasonable discretion of SEPTA, by such time as shall be fixed by SEPTA in writing. The Contractor shall not be entitled to any damages, compensation, or adjustment from SEPTA on account of any delay or delays, including delays in payment to Contractor, resulting from any of the aforesaid causes.
IX. EXTENSION OF TIME, NOT WAIVER OF TIMELY PERFORMANCE

A. Any extension of time granted by SEPTA pursuant to Paragraph VIII above shall not be deemed as a waiver by SEPTA of its right to terminate the Contract for delay by the Contractor, nor shall such extension relieve Contractor from full responsibility for performance of its obligations hereunder.

B. All requests for extensions of time for the performance of the Contract pursuant Paragraph VIII above, shall be made to SEPTA in writing within 48 hours after the occurrence of any delay or the Contractor's knowledge of the possibility of any such delay. The request for an extension of time shall state in detail the reason for the delay, the duration or estimated duration of such delay, steps planned or taken to mitigate or cure the delay and the time within which performance of the Contract can be completed. The failure to advise SEPTA of any such delay in accordance with this paragraph will preclude the granting of any extension of the time of performance.

X. INSPECTION

If SEPTA so elects, the Project Manager may inspect the Work.

XI. MONTHLY REPORTS

Contractor shall render monthly progress reports in such form and detail as the Project Manager may require.

XII. LOCATION OF WORK AND DELIVERY OF DOCUMENTS

A. The location of the Work shall be as required in the SPECIFICATIONS and/or as set forth in SCHEDULE A.

B. Unless specified elsewhere in the Contract Documents, any reports, records or other documents shall be delivered to SEPTA’s Offices, 1234 Market Street, 11th Floor, Philadelphia, PA 19107-3780.

XIII. INDEMNIFICATION

In addition to all other obligations of Indemnification specified herein, Contractor agrees to release and be liable for and to defend, indemnify and save harmless SEPTA, its Board Members, officers, agents, servants, workmen, employees, subsidizers and indemnities, the Pennsylvania Department of Transportation, the City of Philadelphia and any and all government funding agencies providing funds or services in connection with this Project (hereinafter collectively referred to as "SEPTA"), from and against any and all loss, cost, damage, liability and expense, including consequential damages, counsel fees, whether or not arising out of any claim, suit or action at law, in equity, or otherwise, of any kind or nature whatsoever, including negligence, arising out of the performance of the work by reason of any accident, loss or damage of property, including the work site, property of SEPTA and Contractor, or injury, including death, to any person or persons, including employees of SEPTA, Contractor, subcontractors at any tier or any person working on Contractor’s behalf, caused by Contractor, which may be sustained either during the term of the Contract, or upon or after completion of the Project, whether brought directly by these persons or by anyone claiming under or through them including heirs, dependents and estates.

Contractor also agrees for itself and on behalf of its agents, servants, subcontractors, materialmen and employees to defend, indemnify and hold harmless SEPTA from and against any and all claims of any kind or nature whatsoever regarding subcontractors and materialmen and agrees to assume the defense
of SEPTA to any such suit at its cost and expense. The Contractor further assumes the risk of loss and
damage to materials, machinery and equipment to be incorporated in the Work at all times prior to
delivery to the Project site or while in the possession or under the control of the Contractor.

Contractor, for itself and its employees, Board members, officers, agents, servants, workmen,
contractors, subcontractors, licensees and invitees, or any other person working on Contractor's behalf,
hereby releases and agrees to be liable for and to defend, indemnify and save harmless SEPTA, except
to the extent that SEPTA is negligent in whole or in part, for any claims made by an employee, Board
member, officer, agent, workman or servant of Contractor's or any other person working on
Contractor's behalf, including claims for compensation or benefits payable to any extent by or for
Contractor under any workers' or similar compensation acts or other employee benefit acts, and
Contractor expressly waives its statutory protection under §303, as amended, of The Pennsylvania
Workers’ Compensation Act, 77 P.S. §481 (b).

In addition, Contractor shall indemnify SEPTA for any fines and legal fees incurred because
employees, agents, or workers supplied by Contractor are not authorized to work in the United States.

XIV. INSURANCE

Within ten (10) days after receipt from SEPTA of notice of award of the Contract, the Contractor shall
furnish SEPTA with CERTIFICATES OF INSURANCE (SEPTA’s sealed bid number must be noted
on certificates) and any other documents which SEPTA may require, such as copies of policies or
endorsements, as evidence of compliance with the Insurance Requirements set forth in EXHIBIT III
attached hereto and incorporated herein. Such insurance shall be maintained by Contractor in full force
and effect until the Work has been completed and accepted by SEPTA (Note: All insurance carriers
providing this coverage shall have an A.M. Best Rating of “B+” or greater).

XV. PERSONNEL SECURITY MEASURES

SEPTA reserves the right to impose personnel security measures upon the Contractor and its employees
as SEPTA deems necessary and appropriate to ensure the safety of its patrons, employees and property.
These measures may include, but are not limited to, registration of all employees of the Contractor and
its subcontractors who shall be working on SEPTA property, photo identification of all registered
employees, and background investigations of all registered employees. In addition, SEPTA reserves
the right to institute personnel security measures, which may be imposed at any time during the course
of the Work. SEPTA shall assume the costs of such security measures. The Contractor and its
employees shall cooperate fully with SEPTA in implementing and enforcing security measures on
SEPTA property. The Contractor shall be notified by SEPTA, in writing, regarding what is required by
SEPTA to carry out any personnel security measures that are being imposed on the Contractor.

XVI. METHOD OF PAYMENT

A. To obtain payment of a portion of the Contract Sum, Contractor once service is initiated may
submit to the Project Manager, not more than once each calendar month, a requisition for
payment for services rendered in the preceding month, in such form and reasonable detail as
the Project Manager may require. In such requisition Contractor shall:

1. Certify that the services described were performed in conformity with the terms of
the Contract and that it is entitled to receive the amount specified under the terms of
the Contract in accordance with that description.

2. Itemize all costs incurred for the requisition period in accordance with the unit price
breakdown stated in SCHEDULE A.

B. SEPTA shall have the right to take advantage of any discounts offered by Contractor for
prompt payment of full invoiced amount.
XVII. **ASSIGNMENT OF RIGHTS: DELEGATION OF DUTIES**

A. Contractor shall not sell, assign, transfer, or dispose of any interest in the Contract without the prior written consent of SEPTA thereto. SEPTA shall not be obligated to give such consent.

B. Contractor shall not delegate any duty to be performed under the Contract without prior written consent of SEPTA thereto.

C. Any attempt by Contractor to make such assignment or delegation shall give SEPTA the right to terminate the Contract with no further obligation to Contractor or anyone to whom the Contractor has attempted to assign, transfer, or delegate rights or obligations under the Contract.

XVIII. **TERMINATION FOR CONVENIENCE**

SEPTA shall have the right to terminate the Contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid all reasonable costs as determined by SEPTA in accordance with 48 CFR Subpart 31.2, that specifies the special treatment of certain costs under Subpart 31.2, Section 31.205-42, “Termination Costs.”

Such costs will include contract work performed up to the date of termination; any actual costs associated with termination for convenience, as agreed to by SEPTA; and profit on Work performed up to the time of termination. However, the agreed amount may not exceed the Contract Sum as reduced by (1) the amount of payments previously made and (2) the contract price of Work not terminated. Furthermore, SEPTA will not pay any anticipatory profits and/or consequential damages claimed by the Contractor as a result of termination of the Contract. The amount of profit paid shall be determined by the parties based on the amount of actual work completed. The Contractor shall submit promptly its termination claim to SEPTA and SEPTA shall determine the settlement amount to be paid the Contractor. If the Contractor has any property in its possession belonging to SEPTA, the Contractor shall account for same and dispose of it in the manner SEPTA directs.

XIX. **TERMINATION FOR CAUSE**

A. If Contractor fails to remedy to SEPTA's satisfaction the breach or default of any of the terms, covenants, or conditions of the Contract within ten (10) days after receipt by Contractor of written notice from SEPTA setting forth the nature of said breach or default and/or if the Contractor is suspended or debarred by any federal agency or by the Commonwealth of Pennsylvania, SEPTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for cause shall not in any way operate to preclude SEPTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

B. In the event that SEPTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of the Contract, such waiver by SEPTA shall not limit SEPTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

C. In the event that it is ultimately determined by SEPTA that the Contractor was not in default or that the failure to perform arose out of causes beyond the control and without fault of the Contractor, the termination shall be treated as one of convenience and the Contractor's sole rights and exclusive remedies shall be those set forth in Section XVIII above.

XX. **CHANGES**

A. A Change Order is a written order to the Contractor, signed by SEPTA's Contract
Administrator, issued in accordance with SEPTA’s standard procedures and, authorized either by its Senior Director Supply Chain Manager, General Manager or by its Board, as appropriate, after the execution of the Contract, which makes a Change in the Work or an adjustment in the Contract Sum or the Contract Time. A Change Order shall also be signed by the Contractor if it agrees to the adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.

B. SEPTA hereby reserves the right, at any time, to make additions, deletions or revisions to the Work. Any such changes will be authorized in writing by Change Order issued by SEPTA and sent to the Contractor who shall proceed to execute the necessary changes. Increases or decreases in contract price resulting from any change order shall be determined by SEPTA in accordance with the Federal Acquisition Regulation, Part 31.2. Extensions of time or acceleration of performance by the Contractor as a result of the issuance of the Change Order shall be determined in accordance with Paragraph IX.

XXI. AUDIT AND INSPECTION OF BOOKS AND RECORDS

Contractor shall keep written records in reasonable detail of all the Work performed by it under the Contract. All written records, reports, work sheets, data and information prepared, generated, or obtained in connection with Contractor's performance of the Work shall be made available during the term of the Contract and for a period of five years thereafter, together with all books and other data or information, in whatever form contained, relating to Contractor's performance under the Contract. Contractor shall permit the audit and inspection of the aforementioned material by appropriate officers or representatives of SEPTA and any governmental funding agency providing assistance for this Project, including the United States Department of Transportation, the Office of the Comptroller General of the United States, and the Pennsylvania Department of Transportation.

XXII. CONTRACT SECURITY – NOT USED

XXIII. FEDERAL, STATE AND LOCAL CONTRACT REQUIREMENTS

Contractor shall abide by all requirements attached hereto and made a part hereof in EXHIBITS I and II for all the Work performed in connection with the Project.

XXIV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Contractor shall comply with all applicable laws, ordinances, and regulations of Federal, State and Local governments in effect or become effective during the term of the Contract. All material furnished and services rendered hereunder shall comply with said provisions.

XXV. TAXES.

The Contractor shall pay all sales, consumer, use and other taxes which it is by law required to pay.

XXVI. NOTICES

All notices given by either party to the other shall be effective only if given in writing and sent to the following addresses of the parties, or to such other addresses as may be designated by the parties in writing. Notice shall be effective upon receipt.

TO SEPTA: Senior Director, Procurement
Southeastern Pennsylvania Transportation Authority
1234 Market Street, 11th Floor
Philadelphia, PA 19107-3780
XXVII. CLAIM AGAINST SEPTA BOARD OR SEPTA EMPLOYEE

A. Contractor shall make no claim against any of the members of the SEPTA Board or its officers, servants, agents, or employees.

B. Third Party Contract Rights

It is agreed that SEPTA, neither by this clause nor by any other provisions in the Contract or other statements prior to or contemporaneous with the Contract creates any right or expectation in any third party or third parties (including, without limitation, subcontractors and SEPTA DBE subcontractors) enforceable at law or in equity or any other proceeding against SEPTA, its officers, board, subsidizers, employees, agents or assigns.

XXVIII. GOVERNING LAW; FORUM SELECTION; AND CONSENT TO JURISDICTION

All matters or claims arising out of, related to, or in connection with the Contract, the Project or the relationship between the parties shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws of such state. All matters, disputes, claims, litigation, or proceedings of any nature whatsoever based upon, arising out of, under or in connection with the Contract, the Project or relationship between the parties shall be solely and exclusively brought, maintained, resolved, and enforced in the state or federal courts located in the City of Philadelphia, Pennsylvania, irrespective of any procedural rules or laws related to venue and forum non conveniens, including but not limited to any choices Contractor may have under any such rules or law. Contractor hereby expressly consents to the jurisdiction of the state and federal courts located in the City of Philadelphia and hereby expressly and irrevocably waives any objection which Contractor may have or hereafter may have to jurisdiction or venue in the state and federal courts located in the City of Philadelphia and any claim that such court is inconvenient or lacks personal jurisdiction over Contractor. Contractor represents and acknowledges that the choice of jurisdiction and venue described above is reasonable and has been freely and voluntarily made by Contractor. Further, the choice of jurisdiction and venue described above shall be mandatory and not permissive in nature, thereby precluding the possibility by Contractor of litigation or trial in any other jurisdiction, court or venue other than specified above, except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

XXIX. PROJECT FINDINGS

SEPTA shall have the right to use, for any purpose and in any manner it deems appropriate, all reports, project findings, and information prepared or obtained by Contractor in connection with the Project.

XXX. DISPUTES

A. Disputes arising in the performance of the Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SEPTA's Senior Director of Procurement. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor or SEPTA Project Manager mails or otherwise furnishes a written appeal to the Senior Director of Procurement. In connection with any such appeal, the Contractor or the SEPTA Project Manager shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Senior Director of Procurement shall be binding upon the Contractor and SEPTA.
B. Performance During Disputes. Unless otherwise directed by SEPTA, Contractor will continue performance under the Contract while matters in dispute are being resolved.

XXXI. PROHIBITED INTEREST.

No member, officer, or employee of SEPTA or of a local public body during his or her tenure or one year thereafter shall have any financial interest, direct or indirect, in the Contract or the proceeds thereof.

XXXII. SEVERABILITY.

If any paragraph, clause, section or part of the Contract is held invalid or declared to be void or nonenforceable for any reason, all other paragraphs, clauses, sections or parts shall nevertheless continue in full force and effect.

XXXIII. INTEGRATION.

Subject to SEPTA's right to rely upon substantial representations made by the Contractor in making the decision to award the Contract Agreement to Contractor, this Agreement represents the entire and integrated agreement between SEPTA and Contractor and supersedes all prior or contemporaneous negotiation, representation, or agreement, either written or oral.

XXXIV. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS.

The Contractor shall fully comply with the DBE requirements as found in Exhibit IV which is attached hereto and made a part hereof.

XXXV. EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION (EEO/AA)

The Contractor shall fully comply with the EEO/AA requirements as found in Exhibit V which is attached hereto and made a part hereof.

[END OF PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned duly authorized officers, as of the day and the year first above written.

ATTEST: SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY

____________________________
(SECRETARY)

ATTEST: CONTRACTOR

____________________________
(SECRETARY)

BY: PRESIDENT OR VICE PRESIDENT

(Please type name) (Please type name)

APPROVED AS TO FORM:

BY: _______________ Esq
Office of General Counsel
Southeastern Pennsylvania Transportation Authority
PDF COPY OF COMPLETED SCHEDULE A

(To Be Inserted at Award by SEPTA)
PDF COPY OF COMPLETED SCHEDULE A

(To Be Inserted at Award by SEPTA)
EXHIBIT I
FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED PROVISIONS FOR CONTRACTS
FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED PROVISIONS FOR CONTRACTS

Section A - Federal Contract Requirements

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

   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.

2. **Buy America Act (49 U.S.C. §5323(j) and 49 CFR Part 661 et seq.).**

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


   The Contractor agrees: a. 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.


   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 Act 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.


   The Contractor 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.

6. **Clean Water Act (33 U.S.C. §1251 et seq.).**

   a. 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.

   b. 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.


   The following access to records requirements apply to this Contract:

   a. Contractor agrees to provide SEPTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives 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. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. 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.

c. 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.

d. FTA does not require the inclusion of these requirements in subcontracts.


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 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.

9. **Compliance with FTA Regulations, Policies, Procedures and Directives.**

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.

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

a. 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.

b. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed under this Contract.


a. The Contractor agrees to comply with the Davis-Bacon and Copeland Anti-Kickback
b. **Withholding** - SEPTA shall upon its own action or upon written request of an authorized representative of the Department of Labor witheld 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.

c. **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.

d. **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.

e. **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).


a. **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 in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. **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.

c. **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.

d. **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.

e. **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.

13. **No Obligation by the Federal Government.**

   a. 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.

   b. 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.


   a. 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.

   b. 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.
c. 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.


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

16. **Use of Seat Belts (23 U.S.C. §402, Executive Order 13043).**

Pursuant to Executive order No. 13043 and in accordance with 23 U.S.C. §402, the Contractor is encouraged to adopt and promote an 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.


**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.

18. **Contracts Involving Federal Privacy Act Requirements (5 U.S.C. §552).**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

a. 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.

b. 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.


The above requirements apply to the underlying Contract.


a. **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 agreement.

b. **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.

21. **Incorporation of Federal Transit Administration (FTA) Terms – (FTA Circular 4220.1F)**

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 Agreement. 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.

22. **National Intelligent Transportation System Architecture and Standards (ITS)**


23. **Contracts Involving Experimental, Developmental, or Research Work, Rights in Data**

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.

24. **Transit Employee Protective Agreements**

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).
RESTRICTIONS ON LOBBYING SECTION  
(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 EI-20 through EI-22 of this Exhibit, 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
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 costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs 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.
**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
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<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/off/application</td>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
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<tr>
<td>c. cooperative agreement</td>
<td>c. post award</td>
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<tr>
<td>d. loan</td>
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<td>For Material Change Only:</td>
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<td>e. loan guarantee</td>
<td></td>
<td>year _______ quarter ________</td>
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<tr>
<td>f. loan insurance</td>
<td></td>
<td>date of last report ________</td>
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<thead>
<tr>
<th>4. Name and Address of Reporting Entity</th>
<th>5. If reporting entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Prime Subawardee Tier ______ if known:</td>
</tr>
<tr>
<td></td>
<td>Congressional District, if known:</td>
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<td>Congressional District, if known:</td>
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</tbody>
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<thead>
<tr>
<th>6. Federal Department/Agency:</th>
<th>7. Federal Program Name/Description:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>CFDA Number, if applicable: ________</td>
</tr>
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</table>

8. Federal Action Number, if known:  

9. Award Amount, if known: $

<table>
<thead>
<tr>
<th>10. a. Name and Address of Lobbying Entity</th>
<th>10. b. Individuals Performing Services (including address if different from No. 10a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(if individual, last name, first name, MI):</td>
<td>(Last name, first name, MI):</td>
</tr>
</tbody>
</table>

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply):  

S ________ □ actual □ planned

12. Form of Payment (Check all that apply):  

□ a. cash  

□ b. in-kind; specify: nature value ____________

13. Type of Payment (check all that apply):  

□ a. retainer  

□ b. one-time fee  

□ c. commission  

□ d. contingent fee  

□ e. deferred  

□ f. other; specify ____________

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 Payment Indicated in Item 11:  

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: □ Yes □ 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: ______________________
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 agreement to 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 followup 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards 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 agreements, 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 collection 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 collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
U.S. DEPARTMENT OF TRANSPORTATION NONDISCRIMINATION REQUIREMENTS (49 CFR Part 21)

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.

6. **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs 1. through 6. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as SEPTA or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request SEPTA to enter into such litigation to protect the interests of SEPTA and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
EXHIBIT II
COMMONWEALTH OF PENNSYLVANIA CONTRACT REQUIREMENTS
COMMONWEALTH OF PENNSYLVANIA CONTRACT REQUIREMENTS

I. Nondiscrimination Clause.

A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

B. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the Contract on account of gender, race, creed, or color.

C. Contractor and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

D. Contractor shall not discriminate by reason of gender, race, creed, or color, against any subcontractor or supplier who is qualified to perform the work to which the Contract relates.

E. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or subcontractor shall furnish such information on reporting forms supplied by SEPTA or the Bureau of Contract Administration and Business Development.

F. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provision will be binding upon each subcontractor.

G. The Commonwealth or 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 Commonwealth and/or SEPTA may proceed with debarment or suspension and place a record of the action regarding the Contractor in the Commonwealth Contractor Responsibility Files.

II Contractor Responsibility.

For the purpose of these provisions, the term “Contractor” is defined as any person, including, but not limited to, a bidder, 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

III. Steel Products

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.
INSURANCE REQUIREMENTS

A. EVIDENCE OF COMPLIANCE

1. Certificates of Insurance

Simultaneously with the execution of the Agreement, the Contractor shall furnish SEPTA with CERTIFICATES OF INSURANCE (SEPTA sealed bid number 16-00003-APES must be noted on certificates) and any other documents which SEPTA may require, such as copies of policies or endorsements, as evidence of compliance with these Insurance Requirements which are an integral part of the Contract.

SEPTA must be provided with true copies of declaration pages and Policies of Insurance upon request.

SEPTA must be provided with acceptable proof and any additional Evidence of Insurance that demonstrates compliance with these requirements as well as all Limits and other mandated aspects of Coverage.

2. Written Approval Required

Such Certificates or other documents must be approved in writing by the SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY, before a Notice to Proceed will be given.

B. POLICIES TO REMAIN IN FORCE

1. Until Completion and Acceptance

All insurance coverage which the Contractor is required to provide for the Contract shall be maintained in full force and effect until all of the Work of the Contract shall have been completed and accepted by SEPTA.

2. All policies shall provide for ten (10) days written notice to SEPTA before cancellation by the Company issuing the insurance. If such notice is not provided for within the basic terms of the policy, it shall be provided by endorsement or notation on the Certificate.

3. Replacement coverage Required

In the event that any or all of the insurance coverages required by the Contract are cancelled, are reduced below the required minimum limits or lapse, then the Contractor will be suspended from further prosecution of the Work until such time as replacement coverage satisfactory to SEPTA has been obtained and is in force.

C. ADDITIONAL INSUREDS REQUIRED

The Contractor shall have all policies designated "Additional Insureds Required" written or endorsed to include the following as Additional Insureds: SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY. SEPTA must be the Certificate Holder on all applicable Liability Coverage excluding Workers Compensation with respect to this Project, and it should be noted on the Insurance Certificate and Policies.
D. WAIVER OF LIABILITY FOR PREMIUMS

All policies wherein the parties designated in Paragraph C. above are included as additional insureds shall contain a Waiver of Liability for the payment of premiums covering those additional Insureds.

THE CONTRACTOR SHALL, AS A CONDITION OF THE CONTRACT, PROVIDE AND MAINTAIN AT ITS OWN COST AND EXPENSE THE FOLLOWING KINDS AND AMOUNTS OF INSURANCE.

1. WORKMEN'S COMPENSATION INSURANCE

Not less than $1 Million per accident.

2. GENERAL LIABILITY INSURANCE w/PRODUCTS-COMPLETED OPERATIONS (excluding vehicles)

Comprehensive General Liability Insurance for Bodily Injury and Property Damage to others.

a. Minimum Limits to Liability

$2 Million Combined Single Limit (Bodily Injury and Property Damage) per occurrence.

(Must have CG 2417 endorsement or equivalent for Railroad Locations)

Products-Completed Operations – $2 Million Combined Single Limit per occurrence

General Aggregate – Not Less than $5 Million annual aggregate

b. Additional Insureds

Policy shall be written or endorsed to include as additional insureds those parties or persons designated in Paragraph C. above.

c. Contractual Liability (Hold Harmless) Coverage

Policy shall be written or endorsed to include coverage for the liability assumed by the terms of the Contract and the Indemnification Agreement. Certificate or policy will state that the coverage applies to the Contract described as: Preventive Maintenance/Repair of Material Handling (&/or) Floor Scrubber/Sweeper, Equipment, 3-Year Term.

d. Railroad Protective Liability Coverage

To be provided by SEPTA if needed.

3. VEHICLE LIABILITY

Liability Insurance covering all autos, trucks, and other vehicles used in connection with this Project or Contract for Bodily Injury and Property Damage to others.
a. **Minimum Limits of Liability**

$2 Million Combined Single Limit (Bodily Injury and Property Damage) per occurrence.

b. **Additional Insureds**

Policy shall be written or endorsed to include coverage for Hired, Leased or other Non-owned Vehicles.

c. **Hired and Other Non-owned Vehicles**

Vehicle Liability Policy shall be written or endorsed to include coverage for Hired, Leased or other Non-owned Vehicles.

E. **PAYMENT OF SEPTA CLAIMS**

Contractor shall require its insurance carrier(s) to make checks in payment of SEPTA claims payable directly to SEPTA.
EXHIBIT IV
DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS
COMPETITIVELY BID
(OTHER THAN DESIGN/BUILD) CONTRACTS
WITHOUT 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 not established a goal for Disadvantaged Business Enterprise (DBE) participation. This is in accordance with the DBE Regulations at 49 CFR part 26, which require SEPTA to attempt to use race-neutral means of obtaining DBE participation whenever possible.

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, Kirbati, Juvalu, 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. In connection with this solicitation and any resulting contract, SEPTA has not established goals for Disadvantaged Business Enterprise (DBE) participation. This is in accordance with the DBE Regulations at 49 CRF §26.39, §26.51, which require SEPTA to attempt to use race-neutral means of obtaining DBE participation whenever possible. If your firm utilizes a certified DBE subcontractor/supplier, a properly executed DBE Participation Schedule which is
attached must be submitted 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 dollar amount or percent of the participation of the DBE firm participating

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

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

(a) The Bidder’s commitment to use a DBE subcontractor/supplier whose participation it submitted; and
(b) The DBE subcontractor/supplier’s confirmation that it is participating in the Contract as provided in the Bidder’s commitment.

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

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

2. The requirements of this section also apply to DBE Bidders for prime contracts. In determining whether a DBE Bidder 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 subcontractors and DEB suppliers will be counted.

3. 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 subcontractor 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 firm 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 particular 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 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. **DBE MODIFICATION(S) OR SUBSTITUTION(S)**

1. If after award a DBE subcontractor included on the DBE Participation Schedule submitted to SEPTA, is terminated, or fails to complete its work on the Contract for any reason, SEPTA must be notified within 48 hours.

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.

F. **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. 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 submit monthly reports of actual contract expenditures to DBE’s by the
Contractor. This information must be submitted electronically via SEPTA’s website (http://bizweb.septa.org/bizwebsepta).

4. 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.

5. 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 material men and in particular, Contractor shall assume the defense affirmatively at its sole cost whenever such suit is brought in any jurisdiction.

G. **FTA DBE AUDIT REQUIREMENT – DBE INVOICE PAYMENT REPORT**

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.

H. **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.

[END OF PAGE]
As specified in the DBE Participation Section included in the Bidding Documents, the Bidder 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.

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

<table>
<thead>
<tr>
<th>1 NAME OF DBE FIRM</th>
<th>2 DESCRIPTION OF WORK TO BE PERFORMED¹</th>
<th>3 TOTAL DBE AGREED PRICE TO BE CREDITED TO DBE GOAL²</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td>Contact:</td>
<td>Tele. No.:</td>
</tr>
<tr>
<td></td>
<td>Business Address:</td>
<td></td>
</tr>
</tbody>
</table>

(Type or Print all information)

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

<table>
<thead>
<tr>
<th>1 NAME OF DBE FIRM</th>
<th>2 DESCRIPTION OF MATERIAL TO BE SUPPLIED¹</th>
<th>3 TOTAL DBE AGREED PRICE TO BE CREDITED TO DBE GOAL² (Total Price x .6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td>Contact:</td>
<td>Total Price:</td>
</tr>
<tr>
<td></td>
<td>Business Address:</td>
<td>X .6</td>
</tr>
<tr>
<td></td>
<td>Tele. No.:</td>
<td>Amount Credited to DBE Goal:</td>
</tr>
</tbody>
</table>

(Type or Print all information)

Name of Bidder: ____________________________  Tele. No.: ( )  Email: ____________________________

Contact: ____________________________  Title: ____________________________

(type or print)  (type or print)

Signature: ____________________________  Date: ____________________________

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

Bidders 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 may be expressed in dollars or as a percentage of the Bidder’s total maximum price to SEPTA.
# DBE INVOICE PAYMENT REPORT

*To Be Submitted For Federally Funded Contracts Only*

## APPLICATION DATE:

Period From: ____________________ To: ____________________

**CONTRACTOR NAME:**

**AND ADDRESS:**

**PROJECT NAME:**

**CONTRACT NUMBER:**

**PURCHASE ORDER NUMBER:**

### SEPTA Project Manager

### PART I: CONTRACT INFORMATION

- Original Contract Sum:
- Net Change by Change Order:
- Contract Sum to Date:
- Total Billed to Date:
  - Retainage: __________
  - Total Billed to Date Less Retainage:
- Total Previous Invoices Submitted:
  - Less Retainage:
  - Current Amount Due:

### PART II: DBE INFORMATION

- Original DBE Subcontractor(s) Sum:
- Net Change by Change Order:
- DBE Subcontractor(s) Sum to Date:
- Total Invoices Submitted for DBE Payment to Date:
  - Retainage: __________
  - Total Invoices Submitted for DBE Payment to Date Less Retainage:
- Total Previous Invoices Submitted:
  - Less Retainage:
  - Current DBE Payment Due:

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

<table>
<thead>
<tr>
<th>DBE Subcontractor Name</th>
<th>DBE Invoice Number</th>
<th>DBE Amount Due</th>
</tr>
</thead>
</table>

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’S SIGNATURE**

**TITLE**

**DATE**
In accordance with Federal Regulation 49 CFR part 26.11, SEPTA must maintain statistics on all contractors and subcontractors bidding/proposing on SEPTA projects. Please include copies of this form with your bid/proposal package to any potential subcontractors/subconsultants. All Bidders/Proposers are required to submit a completed survey for themselves and all potential subcontractors/subconsultants.

Thank you for your assistance with this request. If you should have any questions, comments or suggestions, please contact SEPTA’s DBE Program Office at 215-580-7278, or via email at DBEPogram@septa.org.

The information gathered on this form will be used for statistical purposes only.

Firm Name: ____________________________
Firm Address: ____________________________

Description of Services: ____________________________

NAICS* Codes: ____________________________
* North American Industry Classification System (www.census.gov/epcd/www/naics.html)

Status: 
- DBE ______
- SBE ______
- OBE ______
  (Disadvantaged Business Enterprise) (Small Business Enterprise) (Other Business Enterprise)

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: ____________________________
(Please Type or Print) ____________________________
Date: ____________________________

Title: ____________________________

Signature: ____________________________
Telephone No.: (____) ____________
Facsimile No.: (____) ____________

Email Address: ____________________________
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:**

**SEALED BID NO.:**

1. **WORK/SERVICES TO BE PERFORMED BY SUBCONTRACTORS**

2. **MATERIAL/SUPPLIES TO BE PURCHASED FROM SUPPLIERS**

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>DESCRIPTION OF WORK/SERVICES TO BE PERFORMED / MATERIAL TO BE SUPPLIED</th>
<th>TOTAL SUBCONTRACT/PURCHASE ORDER AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
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<tr>
<td>Contact:</td>
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<tr>
<td>Tele. No.:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Type or Print all information)

**Name of Bidder:** (type or print) **Tele. No.:** (  ) **Email:**

**Contact:** (type or print) **Title:**

**Signature:** (type or print) **Date:**
RE: DBE PARTICIPATION - COMMITMENT/CONFIRMATION
SEPTA Sealed Bid
No. ____________________________
Project Name: ____________________________

<Bidder> 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)

Bidder’s Representative Name/Title (please type or print) ____________________________ Signature ____________________________ Date ____________

DBE Firm’s Representative Name/Title (please type or print) ____________________________ Signature ____________________________ Date ____________
EXHIBIT V
SEPTA'S EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION CONTRACTUAL REQUIREMENTS
SEPTA'S EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION CONTRACTUAL REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY (EEO):

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.

SEPTA REQUIREMENTS

Nondiscrimination

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 Contractor, 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 he/she 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 SEPTA contract.

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 clauses of the Contract, the Contract 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 7. 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, age 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 contractors' compliance with the specifications discussed in this section. In the event the Contractor fails to comply with the nondiscrimination provisions of the Contract, the Disadvantaged Business Enterprise shall recommend to the contracting department such contract sanctions as the General Counsel shall advise are available. The Disadvantaged Business Enterprise shall make a report of any such noncompliance to the Office of Federal Contract Compliance Programs (OFCCP).

[END OF SECTION]
PERFORMANCE BOND

Know all men and women (or persons) by these presents, that ________________ as principal (hereinafter called the Contractor) and ________________ as Surety (hereinafter called the Surety) are held and firmly bound unto SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY, 1234 MARKET STREET, PHILADELPHIA, PA 19107-3780, as Obligee (hereinafter called SEPTA) in the amount of ___________ dollars ($_________), for the payment whereof the said Contractor and Surety bind themselves, and their respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated ________________ entered into a contract with SEPTA for ____________________________ which contract is hereby referred to and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such, that if the Contractor shall fully indemnify SEPTA against any loss or damage directly suffered through the failure of the Contractor to faithfully perform said contract, at the time(s), and in the manner therein specified, then this obligation shall be void; otherwise it shall remain in full force and effect.

Provided however, whenever Contractor shall be, and declared by SEPTA to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly;

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if SEPTA elects, upon determination by SEPTA and/or the Surety of the lowest responsible bidder, arrange for a contract between such bidder and SEPTA, and make available as work progresses and continue to make available (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by SEPTA to Contractor under the Contract and any amendments or other entitlements thereto, less the amount properly paid by SEPTA to Contractor.

AND PROVIDED FURTHER, that no action, suit or proceeding be instituted on this bond after the expiration of two (2) years from the date on which final payment under the Contract falls due.

Signed, Sealed and Dated this _____ day of ________________, 20__.
SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY  

1234 Market Street 
Philadelphia, Pennsylvania 19107-3780 

SEPTA Fund No. _____  
CPMS No. _______________  
Federal Grant No. ___________  
Requested by: ___________

"SAMPLE"  

<table>
<thead>
<tr>
<th>DESCRIPTION OF CHANGE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ADD</td>
</tr>
</tbody>
</table>

Change Order No.: ______
Contractor: ______________________
SEPTA Commitment No: ______________________
Contract Title: ______________________

THIS ORDER, WHEN PROPERLY EXECUTED, CONSTITUTES AUTHORIZATION TO PROCEED WITH THE CHANGES DESCRIBED BELOW, AND TO CHANGE THE AMOUNT OF THE CONTRACT AS NOTED.

All terms, covenants and conditions of the original Agreement dated ________________ with amendments to date, if any, remain in full force and effect except as herein stated.

Contractor does hereby acknowledge that the increase in the Contract Sum, as set forth in this Change Order, shall be in full and complete satisfaction of all indebtedness and obligation of any nature whatsoever for the additional services performed or to be performed under this Change Order, and that such increase includes any and all costs for inefficiency, disruption or delay associated with such additional services. Contractor, for itself, its successors and assigns hereby remises, releases and forever discharges SEPTA of and from all manner of debts, demands, claims, actions, causes of action, suits, accounts, covenants, contracts, agreements and any and all claims and liabilities whatsoever, in law and in equity, arising under or by virtue of this and any other Change Orders.
<table>
<thead>
<tr>
<th>Change Order No.:</th>
<th>&quot;SAMPLE&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPTA Fund No.</td>
<td></td>
</tr>
<tr>
<td>CPMS No.</td>
<td></td>
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<tr>
<td>Federal Grant No.</td>
<td></td>
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<tr>
<td>Requested by</td>
<td></td>
</tr>
<tr>
<td>Contractor:</td>
<td></td>
</tr>
<tr>
<td>SEPTA Commitment No:</td>
<td></td>
</tr>
<tr>
<td>Contract Title:</td>
<td></td>
</tr>
</tbody>
</table>

**A. Original Value of Contract**

$_______

**B. Previous Change Orders**

$_______

**C. This Change**

$_______

**D. New Contract Sum (A+B+C)**

$_______ (Not to exceed)

**E. % Change - This Change (C/A)**

____%

**F. Cumulative % Change ([B+C]/A)**

____%

**G. Cumulative $ Change (B+C)**

$_______

**APPROVALS:** This change order made subject to Resolution adopted by the SEPTA Board on ___________ (date to be inserted is that of adoption of original authorizing resolution for contract), incorporated by reference herein.

Is specific SEPTA Board Approval Required  YES  NO, if YES Date of Approval ________.

Is Funding Agency Approval Required  YES  NO, if YES Date of Approval ________.

---

**SEPTA**

**VENDOR/CONTRACTOR**

**CONTRACT ADMINISTRATOR**

**PROJECT MANAGER**

**PROJECT MANAGER**

**SEAL:**

**SEAL:**

**GENERAL MANAGER**

**PRESIDENT, VICE PRESIDENT**

**ATTEST:**

**ATTEST:**

**SECRETARY**

**SECRETARY, ASST. SECRETARY**

**TREASURER, ASST. TEASURER**

**APPROVED AS TO FORM:**

**BY:** _________, Esq.

**GENERAL COUNSEL'S OFFICE**
EXHIBIT VII
SPECIFICATIONS
SEPTA TO INSERT PDF COPY OF SPECIFICATIONS HERE (at Award)