RFP COPY OF THE PROPOSED AGREEMENT
IN CONNECTION WITH THE REQUEST FOR PROPOSALS FOR THE
OPERATION OF ADA PARATRANSIT SERVICES IN MONTGOMERY
COUNTY
AGREEMENT BY AND BETWEEN
SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY AND
[NAME OF CONTRACTOR] FOR PROVIDING
THE OPERATION OF ADA PARATRANSIT SERVICES IN MONTGOMERY
COUNTY

THIS AGREEMENT is entered into on this _____ day of
____________________, 2020, by and between Southeastern Pennsylvania Transportation
Authority (“SEPTA”), a body corporate and politic which exercises the public powers of
the Commonwealth of Pennsylvania as an agency and instrumentality thereof with its
principal office located at 1234 Market Street, 10th Floor, Philadelphia, PA 19107-3780,
and ______________________________ (“Contractor”), a
_____________________________, organized under the laws of
__________________________, with its principal office located at
______________________________________________________________________.

BACKGROUND

WHEREAS, SEPTA through the use of independent contractors provides
paratransit services under the Americans with Disabilities Act and Shared-Ride Program; and

WHEREAS, during the last year of the present agreement between SEPTA and the
independent contractor that provides ADA paratransit services within Montgomery
County, SEPTA, through its Procurement, Supply Chain & DBE Division, issued a request
for proposals for a new agreement by which an independent contractor would provide ADA
paratransit services within Montgomery County for a term of five years with no option
years associated with this contract; and

WHEREAS, as a consequence of the request for proposals, SEPTA determined by
using the evaluation criteria set forth in the request for proposals that the proposal of
Contractor was the most advantageous to SEPTA based upon price, qualifications and other
factors; and

WHEREAS, this document is a conformed copy of the RFP Copy of the Agreement
that is part of the request for proposals.

NOW, THEREFORE, in consideration of the mutual covenants herein contained
and intending to be legally bound hereby, the Parties agree as follows:
ARTICLE I
RECITALS, DEFINITIONS AND ATTACHMENTS

Section 1.1. Incorporation Of Recitals And Background.

The recitals and background above are hereby incorporated into the body of the Agreement.

Section 1.2. Certain Defined Terms.

For purposes of the Agreement the terms set forth in this section, whenever capitalized in the Agreement, shall have the indicated meanings. When used in the Agreement the singular shall apply to the plural, the plural to the singular and the use of any gender shall apply to all genders.

a. “Agreement” means the contract by and between SEPTA and Contractor that resulted from the RFP. The Agreement consists of this document and the documents and attachments that this document incorporates.

b. “Commencement Date” is July 26, 2020.


d. “Contract Documents” means the documents identified in § 1.3 of the Agreement.

e. “Contract Sum” is defined in § 3.1 hereof.

f. “Contractor” is defined in the introduction hereof.

g. “Contractor’s Employee” means an employee or agent of Contractor or of a Subcontractor. Contractor’s Project Manager and Key Persons are included within the term Contractor’s Employees.

h. “Contractor’s Project Manager” means the person in the employ of Contractor who (i) is the principal person who carries out Contractor’s responsibilities under the Agreement and (ii) is the primary contact of Contractor with SEPTA’s Project Manager.

i. “DBE” means disadvantaged business enterprise.


k. “DBE Subcontractor” means a Subcontractor who is a DBE.
l. “Default Rate” means an annual rate of interest equal to the maximum rate of interest allowed under the law of the Commonwealth.

m. “FTA” means Federal Transit Administration.

n. “Key Person” is any person identified on Attachment 4.

o. “Paratransit Services” means the paratransit services that SEPTA provides under the Americans with Disabilities Act and the Shared-Ride Program within Montgomery County. Contractor will provide Paratransit Services under the terms of the Agreement.

p. “Party” means either Contractor or SEPTA.

q. “PMO” means the consultant in the employ of a governmental department or agency who provides project management oversight to the governmental department or agency.

r. “RFP” means the request for proposals for providing Paratransit Services within Montgomery County.

s. “Scope of Services” means the services set forth in Attachment 2 that under the Agreement SEPTA expects Contractor to perform and that Contractor has offered to perform.

t. “SEPTA” is defined in the introduction hereof.

u. “SEPTA’s Project Manager” means the person who (i) manages the Paratransit Services for SEPTA and (ii) is the primary contact of SEPTA with Contractor’s Project Manager.

v. “Subcontractor” means one who performs for and takes from Contractor a specific part of the Scope of Services under the Agreement.

w. “Term” means the duration of the Agreement.

x. “US DOT” means the Department of Transportation of the United States.
Section 1.3. Contract Documents.

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<td>2&lt;sup&gt;nd&lt;/sup&gt;</td>
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<td>SEPTA EEO/AA Contractual Requirements (Attachment 9).</td>
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Attachment Nos. 1 to 9 inclusive, which are identified above, are hereby incorporated into the Agreement and the attachments are deemed to be a part hereof.

The ordinal number for each Contract Document indicates its priority over and relationship to other Contract Documents, first (1<sup>st</sup>) having the highest priority, second (2<sup>nd</sup>) having the second highest priority and so on. In the event of a conflict between two Contract Documents, the Contract Document with the higher priority of the two governs the Contract Document with the lower priority number of the two.

Attachment Nos. 5, 6 and 7 are notices and summaries by SEPTA of the requirements that the federal government and Commonwealth impose on contracts that they fund in whole or in part. Contractor acknowledges that Attachment Nos. 5, 6 and 7 do not constitute legal advice by SEPTA thereon. Hence, Contractor, to whatever extent that Contractor deems necessary, must obtain its own legal advice on the requirements.

ARTICLE II
TERM

Section 2.1. Term.

The Term of the Agreement will be for the duration of five years and will commence on the Commencement Date of July 26, 2020. There is no Option Term associated with this Contract.
 artic le III
FEES

Section 3.1. Fees.

The total amount of fees, compensation and reimbursement that SEPTA is obligated to pay to Contractor during the Term shall not exceed $____________ (“Contract Sum”).

The fees, compensation and reimbursement that SEPTA will pay to Contractor and the conditions by which SEPTA is obligated to pay the fees, compensation and reimbursements are set forth in Attachment 3.

Section 3.2. Payments.

a. Contractor may present to SEPTA, not more than monthly, an invoice for payment due for services performed during the period the invoice covers. Invoices shall be in form that SEPTA and Contractor negotiate before the commencement of Contractor’s services. In each invoice Contractor must certify that Contractor performed the services identified in the invoice in accordance with the terms of the Agreement and that Contractor is entitled to receive the amount specified in the invoice.

b. Within 30 days of SEPTA’s receipt of an invoice SEPTA shall pay to Contractor the amount of the invoice that SEPTA’s Project Manager approves.

c. During the Term and for three years thereafter Contractor shall keep records in reasonable detail of (i) all services that Contractor performed under the Agreement, (ii) all payments that Contractor made under the Agreement, and (iii) all payments, rebates, discounts, etc. that Contractor received in connection with the Agreement. Contractor shall permit SEPTA and any governmental agency that provides financial assistance to SEPTA to examine and audit the records during the Term and three years thereafter.

d. Contractor shall require each Subcontractor (i) to keep records in reasonable detail of all services that Subcontractor performed for Contractor under the Agreement during the Term and for three years thereafter and (ii) to permit SEPTA and any governmental agency that provides financial assistance to SEPTA to examine and audit the records during the Term and three years thereafter.

e. SEPTA’s Project Manager shall notify Contractor in writing in the event that SEPTA determines that it overpaid Contractor. Contractor shall remit the amount of the overpayment to SEPTA within 30 days of said notification or notify SEPTA of its disagreement with SEPTA’s position or SEPTA will take a credit on Contractor’s next invoice.
Section 3.3. Escalation And De-escalation Of The Price Of Gasoline

a. A Party will owe to the other Party for the escalation or de-escalation of the price of gasoline in the event there is an increase/decrease greater than 15% in the cost of gasoline based upon the index price for such fuel as evaluated every Fiscal Year (“FY”) quarter.

b. The index price for gasoline will be based upon the weekly retail prices per gallon, including all taxes, as published on the Energy Administration website (www.eia.doe.gov). The Parties will use for gasoline the weekly prices as reported for Central Atlantic (PADD 1B) for Regular Reformulated Retail Gasoline Prices.

c. The baseline price for fuel that the Parties will use during the Term is the most current price from the above-identified index for the week during which Contractor submitted its best and final offer as part of the RFP.

If the price of gasoline, as indicated by the above-identified index, escalates/de-escalates by more than 15% during one of the FY quarterly evaluation periods, the differential (average) percentage will be computed. The excess percentage over 15% will be multiplied by the proportionate percentage amount of fuel cost contained within the total cost breakdown that forms the basis for Contractor’s best and final offer of a revenue rate per hour. The products of that calculation will be reimbursed to Contractor or SEPTA (depending on escalation or de-escalation respectively) based upon the number of revenue hours performed for that particular FY quarter period. Charges and/or credits for fuel escalation/de-escalation shall be included by Contractor as a separate line item in the monthly invoice for reconciliation and processing. Any reimbursement is contingent upon Contractor’s submitting fuel receipts to SEPTA within 30 days of the close of each quarter.

d. Example:

Baseline Gasoline Price = $2.80 per gallon
Average price (based on the index) for the first ninety (90) day evaluation period = $3.50(25% escalation)
Rate per revenue hour (includes gasoline cost per hour) = $55.00
Rate per revenue hour $55.00 x 10% (Proportionate amount of fuel to total cost in Contractor’s proposal) = $5.50
$5.50 x 10% = $0.55 per revenue hour

In the example cited above $0.55 per revenue hour would be reimbursed to Contractor for the number of revenue hours performed during the previous FY quarter period.

Updated information is published each Monday at 4:00 p.m. Eastern Standard Time or Eastern Daylight Savings Time and may be obtained via telephone at 202-586-6966 or on the Internet at www.eia.doe.gov.
Section 3.4. Contingent Fees.

Contractor hereby warrants that it has not employed or retained any entity or person, other than a bona fide employee of Contractor, to solicit or secure the Agreement and that Contractor has not paid or agreed to pay any entity or person, other than a bona fide employee of Contractor, any fee, commission, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Agreement. A breach or violation of this warrant is an Event of Default.

Section 3.5 Liquidated Damages.

Liquidated damages are set forth in the Scope of Services.

ARTICLE IV
ENGAGEMENT OF CONTRACTOR

Section 4.1. Engagement Of Contractor.

SEPTA hereby engages Contractor to perform the services set forth in the Scope of Services and Contractor hereby commits to performing the services set forth in the Scope of Services for the fees set forth in Attachment 3.

Section 4.2. Project Manager, Key Employees And Other Contractor’s Employees.

a. Contractor, acting principally through Contractor’s Project Manager, will coordinate through SEPTA’s Project Manager all of Contractor’s efforts in connection with the Agreement.

b. Contractor will assign the Key Persons to perform the Scope of Services in accordance with the Agreement and may use other Contractor’s Employees as Contractor determines. Contractor shall not remove a Key Person or reduce the level of participation of a Key Person without the prior written approval of SEPTA.

c. All Contractor’s Employees are not and are not deemed to be employees of SEPTA.
ARTICLE V
INTELLECTUAL PROPERTY

Section 5.1. Data.

a. All reports, information, research, investigations, evaluations, and other data (collectively “Data”) that Contractor obtains from SEPTA or that Contractor develops in connection with its performance under the Agreement shall be confidential and belong solely to SEPTA. SEPTA may use the Data for any reason without compensation to Contractor. Contractor shall not use or disclose, directly or indirectly, the Data for any purpose except to the extent necessary to perform the Scope of Services, unless Contractor can demonstrate to the satisfaction of SEPTA that the Data (i) were actually known to Contractor prior to the request for proposals that resulted in the Agreement or (ii) were independently and properly obtained or developed by Contractor apart from any connection with SEPTA, without breach of any confidential relationship or (iii) were publicly available. Contractor, through the use of employment contracts and other legally acceptable methods, shall require that none of Contractor’s Employees or former Contractor’s Employees uses any of the Data except to the extent necessary to perform the Scope of Services. Contractor, for a period of three years after completion of the Project, agrees to furnish all retained works on the request of SEPTA’s Project Representative.

b. Contractor shall defend, indemnify and save harmless SEPTA from liability of any kind and will pay all costs and expenses, including consequential damages, for or on account of or existing from any infringement or violation or alleged infringement or violation by Contractor of any patent, trademark and/or copyright or any right of any person or entity resulting from any act, omission or negligence on the part of Contractor in performance of its obligations under the Agreement.

Section 5.2. Receipts Of Liquid Fuels Purchased.

Within 30 days at the close of each calendar year, December 31st, each Contractor must give to SEPTA, copies of all receipts for liquid fuel (gasoline) purchased during the calendar year, and a summary report detailing the gallons of gasoline the Contractor consumed during each month for each quarterly period (i.e. first quarter is January 1 – March 31) of the year in connection with the services that Contractor performed under the Agreement. An original letter from the vendor who supplied the gasoline must be submitted to SEPTA, stating the total number of gallons that the Contractor purchased during the calendar year and that all applicable fuel taxes were paid on those fuel purchases. The letter must be addressed to the Contractor and must be on the vendor’s original letterhead, who supplied the gasoline, with an original “wet” signature from the vendor.

If Contractor fails to give to SEPTA the summary report, the copies of the receipts, and original letter from the vendor who supplied the gasoline used by the Contractor in connection with the services Contractor performed under the Agreement, Contractor will be liable to SEPTA for the amount of the rebate on liquid fuel taxes that SEPTA was unable to obtain due to Contractor’s failure to give the receipts and documents to SEPTA.
ARTICLE VI  
SUBCONTRACTING

Section 6.1. Subcontracting.

a. Contractor shall not subcontract the performance of any part of the Scope of Services without the prior written consent of SEPTA. Contractor acknowledges that Contractor is fully liable and responsible for the acts and omissions of a Subcontractor.

b. The Agreement between Contractor and a Subcontractor shall include all terms and conditions consistent with and required by the Agreement.

c. Contractor may only substitute a Subcontractor with the approval of SEPTA.

d. Within ten days of receipt of written request from SEPTA’s Project Manager, Contractor shall give to SEPTA copies of all contracts, bonds, insurance certificates and other pertinent documents in connection with the Agreement between Contractor and its Subcontractor.

e. In the absence of good and sufficient reasons, within 20 days of the receipt by Contractor of payment from SEPTA, Contractor shall pay each Subcontractor its earned share of the payment that Contractor received. Within 20 days after a Subcontractor satisfactorily completes its work under an agreement, Contractor must pay that Subcontractor the retainage that Contractor withheld from that Subcontractor.

f. Contractor will defend, indemnify and hold SEPTA harmless in connection with a claim or civil action with respect to payment of a Subcontractor. Contractor shall assume the defense of SEPTA in such a claim or civil action without cost to SEPTA.

Section 6.2 DBE Subcontractors.

a. Upon Contractor’s receipt of the notice to proceed, Contractor shall (i) enter into written agreements with the DBE Subcontractors that are listed in its DBE Participation Schedule and (ii) give copies thereof to the DBE Program Office.

b. At times that the DBE Program Office establishes, Contractor must give to the DBE Program Office (i) copies of work schedules that show when each DBE Subcontractor will commence and complete services under its agreement with Contractor and (ii) reports on the status of each agreement between Contractor and each DBE Subcontractor and the actual payments that Contractor made to each DBE Subcontractor.

c. In the event that Contractor timely fails or refuses to pay a DBE Subcontractor that which the DBE Subcontractor would otherwise be entitled to receive from a payment that Contractor received from SEPTA, Contractor must notify the DBE Program Office in writing of the failure or refusal and explain with appropriate detail the justification for the failure or refusal to pay the DBE Subcontractor. Contractor must cooperate with any investigation that the DBE Program Office institutes over the failure or refusal to pay the DBE Subcontractor.
d. In the event that Contractor wishes to modify the DBE Participation Schedule that it submitted and that SEPTA approved, Contractor must request the modification through the DBE Program Office. Contractor must cooperate with the DBE Program Office in its review of the proposed modification.

If the DBE Program Office approves a modification that includes the removal of a DBE Subcontractor, then Contractor must make a good faith effort to replace the former DBE Subcontractor with another DBE Subcontractor. In order for Contractor to apply the work or services of substituted the DBE Subcontractor towards the DBE goal, the substituted DBE Subcontractor must be certified by the DBE Program Office.

e. If a DBE Subcontractor is performing certain services and SEPTA orders additional such services, then Contractor must use the DBE Subcontractor to perform the additional services in accordance with the DBE goal.

ARTICLE VII
CHANGES TO THE AGREEMENT


a. The Parties may agree to reduce, modify or expand the Scope of Services by executed amendments to the Agreement.

b. SEPTA may at any time, by written order, unilaterally reduce, modify or expand the Scope of Services. If any such reduction, modification or expansion causes an increase or decrease in the Contract Sum or the time required for the performance of any portion of the services under the Agreement, SEPTA’s Contract Administrator shall (i) make an equitable adjustment in any one or more of the following: price; completion schedule; or other affected terms and (ii) modify the Agreement accordingly within 30 days from the date of receipt by Contractor of the notification of change. In the event Contractor disputes the proposed equitable adjustment, Contractor must still proceed under the Agreement as it was reduced, modified or expanded.
ARTICLE VIII
TERMINATION OF THE AGREEMENT

Section 8.1. Termination Of The Agreement For Convenience Of SEPTA.

SEPTA may terminate the Agreement, in whole or in part, at any time by giving written notice to Contractor. SEPTA will pay to Contractor all reasonable costs in accordance with 48 CFR Subpart 31.2, and specifically 48 CFR § 31.205-42. The reasonable costs will include contract services performed up to the date of termination; actual costs associated with termination for convenience, as agreed to by SEPTA; and profit on services performed up to the time of termination. However, the costs may not exceed the Contract Sum as reduced by the amount of payments made before termination. Furthermore, SEPTA will not pay any anticipatory profits and/or consequential damages that Contractor claims result from the termination. The amount of profit paid shall be determined by the Parties based on the amount of actual services provided. Contractor shall submit promptly its termination claim to SEPTA and SEPTA shall determine the settlement amount to be paid Contractor. If at termination Contractor has any property (including Data) in its possession that belongs to SEPTA, Contractor shall account for same and return or dispose of it as SEPTA directs.

Section 8.2. Termination Of The Agreement For Cause.

a. Any one or more of the following events shall constitute an “Event of Default”:

1. Default or breach by Contractor in the performance or observance of any covenant, term or condition of the Agreement which default or breach is not cured within ten days after the giving of notice thereof by SEPTA, unless such default is of such nature that it cannot be cured within such ten-day period, in which case no Event of Default shall occur so long as Contractor shall commence the curing of the default within such ten day period and shall thereafter diligently prosecute the curing of same; provided, however, if Contractor shall default in the performance of any such term or covenant of the Agreement two or more times in any twelve month period, then notwithstanding that each of such defaults shall have been cured by Contractor, any further similar default shall be deemed an Event of Default without the ability for cure.

2. The suspension or debarment of Contractor by the federal government, the Commonwealth, any other state government or any local government.

3. The sale of Contractor’s interest in the Agreement under attachment, execution or similar legal process, or if Contractor is adjudicated as bankrupt or insolvent under any state bankruptcy or insolvency law or an order for relief is entered against Contractor under the Federal Bankruptcy Code and such adjudication or order is not vacated within ten days.
4. The commencement of a case under any chapter of the Federal Bankruptcy Code by or against Contractor or the filing of a voluntary or involuntary petition proposing the adjudication of Contractor as bankrupt or insolvent, or the reorganization of Contractor, or an arrangement by Contractor with its creditors, unless the petition is filed or case commenced by a party other than Contractor and is withdrawn or dismissed within 30 days after the date of its filing.

5. The admission in writing by Contractor of its inability to perform the Scope of Services.

6. The appointment of a receiver or trustee for the business or property of Contractor unless such appointment shall be vacated within ten days of its entry.

7. The making by Contractor of an assignment for the benefit of its creditors, or if in any other manner Contractor’s interest in the Agreement shall pass to another by operation of law.

8. Failure to have in place the insurance that the Agreement requires.

9. The occurrence of any other event described as constituting an Event of Default elsewhere in the Agreement.

b. Upon the occurrence and during the continuance of an Event of Default that is not cured within an applicable cure period, SEPTA, without notice to Contractor in any instance (except where expressly provided for below or by applicable law), may do any one or more of the following:

1. Terminate the Agreement by giving notice thereof to Contractor; or

2. Perform, on behalf and at the expense of Contractor, any obligation of Contractor under the Agreement that Contractor failed to perform and of which SEPTA shall have given Contractor notice, the cost of which performance by SEPTA, together with interest thereon at the Default Rate from the date of such expenditure, shall be payable by Contractor to SEPTA upon demand.

3. Exercise any other legal or equitable right or remedy which SEPTA may have.

c. Contractor shall pay to SEPTA upon demand all costs and expenses that SEPTA incurs (including, without limitation, reasonable attorneys’ fees) in connection with an Event of Default.

d. In the event that SEPTA elects to waive its remedies for any Event of Default, such waiver shall not limit SEPTA’s remedies for any succeeding Event of Default.
e. In the event that it is ultimately determined that Contractor was not in default or did not breach or that the failure to perform arose out of causes beyond the control and without fault of Contractor, the termination shall be treated as one of convenience and Contractor’s sole rights and exclusive remedies shall be those set forth in § 8.1.

Section 8.3. Remedies In Event Of Bankruptcy Or Other Proceeding.

a. If termination of the Agreement shall be stayed by order of any court having jurisdiction over any proceeding under the Bankruptcy Code or by any state or other federal statute or law, then following the expiration of any such stay, or if Contractor or Contractor as debtor-in-possession or the trustee appointed in any such proceeding (being collectively referred to as “Contractor” only for the purposes of this section) shall fail to assume Contractor’s obligations under the Agreement within the period prescribed therefor by law or within 15 days after entry of the order for relief or as may be allowed by the court, or if Contractor shall fail to provide adequate assurance of the complete and continuous future performance of Contractor’s obligations under the Agreement, SEPTA, to the extent permitted by law or by leave of the court having jurisdiction over such proceeding, shall have the right, at its election, to terminate the Agreement on 15 days’ notice to Contractor and upon the expiration of the 15 day period the Agreement shall cease and expire.

b. Nothing contained in the Agreement shall limit or prejudice the right of SEPTA to prove for and obtain, in proceedings for the termination of the Agreement by reason of bankruptcy or insolvency, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

ARTICLE IX
ASSIGNMENT

Section 9.1. Assignment.

a. Contractor may not assign the Agreement, in whole or in part, without first obtaining the consent of SEPTA, which consent SEPTA may withhold in its sole and absolute discretion. Consent by SEPTA to an assignment shall not constitute a waiver of the requirement for such consent to any subsequent proposed assignment. The prohibition against assignments without the consent of SEPTA does not include an assignment that would otherwise occur by merger, consolidation, reorganization, or other change of Contractor’s corporate structure.
b. At the time Contractor makes a formal request to SEPTA’s Project Manager for an assignment, Contractor shall pay to SEPTA a fee of $2,500.00 in order to reimburse SEPTA for its internal costs and expenses incurred with respect to the proposed assignment including, without limitation, costs incurred in connection with the review of financial materials, meetings with representatives of proposed assignee and preparation, review, approval and execution of the required documents. Contractor shall reimburse SEPTA for any third-party costs and expenses incurred in excess of $2,500.00 with respect to a proposed assignment.

ARTICLE X
INDEMNIFICATION AND INSURANCE

Section 10.1. 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, workers, 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, 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, subconsultants/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 subconsultants/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, workers, contractors/consultants, subconsultants/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, even if SEPTA is negligent in whole or in part, for any claims made by an employee, Board member, officer, agent, workman or servant of the 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.

Contractor and its attorney and insurer shall keep SEPTA fully informed of all matters involving, concerning or relating to the defense and indemnification of SEPTA. SEPTA shall have the right to review any and all correspondence, pleadings, or filings prior to any such correspondence, pleading, or filing being submitted. Contractor and its attorney and insurer shall take no factual or legal position that is contrary to SEPTA’s position or rights including, but not limited to, any rights or immunities bestowed upon SEPTA under the Sovereign Immunity Act, 42 Pa.C.S. § 8501 et seq. In the event that Contractor or its attorney or insurer fails or refuses to defend and indemnify SEPTA or SEPTA reasonably believes that its rights may be adversely affected or prejudiced, SEPTA may select counsel of its own choice and defend against any such claim at Contractor’s sole cost and expense.

Section 10.2. Insurance.

At all times after the execution of the Agreement, Contractor will carry and maintain, at its expense, a non-deductible:

a. commercial general liability insurance policy, including (but not limited to) insurance against assumed or contractual liability under the Agreement, covering bodily injury or death, and property damage to third parties of not less than $5,000,000 Million Dollars ($5M) combined single limit per occurrence, and $10,000,000 Million Dollars ($10M) annual aggregate per policy period; which limits may be met with a combination of primary and excess liability policies; and

b. abuse and molestation under commercial liability of not less than $5,000,000 ($5M) combined single limit per occurrence; and $10,000,000 ($10M) general annual aggregated per policy period; and

c. products completed operation liability of $2,000,000 ($2M) combined single limit per occurrence; and
d. personal and advertising liability of $1,000,000 ($1M) combined single limit per occurrence; and

e. automobile liability policy with a limit of not less than $5,000,000 Million Dollars ($5M) combined single limit per occurrence, which limit may be met with a combination of primary and excess liability policies. The automobile liability policy must include uninsured and underinsured motorist coverage with policy limits of $1,000,000 Million Dollars ($1M) per occurrence and must be applicable to all vehicles that Contractor uses in the performance under the Agreement, whether or not a vehicle is owned by Contractor or SEPTA; or is hired, rented, leased, or borrowed; Limits may be met with a combination of primary and excess liability; and

f. physical damage shall not exceed a comprehensive deductible of not less than $1,000 per vehicle and a collision deductible of not less than $1,000 per vehicle and $1,000 aggregate and must be applicable to all vehicles that the Contractor uses under the performance of the Agreement whether or not a vehicle is owned by a Contractor or SEPTA or is hired, rented, leased, or borrowed; and

g. worker’s compensation insurance policy, or similar insurance in form and amounts the law requires, with a $1,000,000 Million Dollars ($1M) Employers Liability limit applicable to Bodily Injury, each Employee; Bodily Injury, each Accident, and Disease, each Employee; and as required by the Commonwealth of Pennsylvania.

h. employment practices liability insurance (EPLI) policy, including coverage for third-party discrimination and harassment claims, at a minimum limit of $1,000,000 each claim and aggregate.

i. SEPTA must be provided with true copies of declaration pages and policies of insurance upon request.

j. SEPTA is to be listed as additional insured on all applicable liability policies excluding Workers Compensation and Professional Liability.

k. Workers Compensation must provide a waiver of subrogation.

l. Each policy shall state that the insurance provided to the additional insureds is primary and noncontributory to any other insurance available to the additional insured.

m. SEPTA must be the certificate holder on all applicable liability coverage with respect to this project and it should be noted on the insurance certificates and policies.
n. SEPTA must be provided with proof of insurance that demonstrates compliance with these requirements as well as limits and other mandated aspects of coverage.

o. There may be times when SEPTA will need Additional Insured’s such as Amtrak, CSX, etc.

p. Risk Management can only approve Self-Insurance Retentions (SIR) up to $50,000 or less.

Section 10.3. Insurance Policy Requirements.

The company that issues the policy of insurance that the Agreement requires Contractor to carry and maintain, as well as, the form of the insurance, shall at all times be subject to SEPTA’s approval. The insurance company must be licensed to do business in the Commonwealth, have a financial rating of at least A- as rated in the most recent edition of Best Insurance Reports and be in business for at least the past five years. The Commercial General Liability (CGL) and Automobile Liability policies shall name SEPTA and its designees (if any) as additional insured(s) on a primary and noncontributory basis, including for completed operations. All policies shall contain a provision or endorsement by which the insurer agrees that such policy shall not be canceled or not renewed without at least 30 days’ advance notice to SEPTA. A waiver of subrogation shall be provided in favor of SEPTA and its designees (if any) on all policies.

Contractor shall give to SEPTA’s Contract Administrator a copy of each such policy, including the declaration page, and a certificate thereof at least 15 days before Contractor commences performance under the Agreement. An Event of Default occurs if Contractor fails to carry and maintain the insurance that the Agreement requires.

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. RFP # 19-00219-ARLW must appear on each certificate.

Section 10.4. Increase In Insurance Limits.

Once during the Term SEPTA may require that the insurance limits set forth in the Agreement be reasonably increased.

Section 10.5. Performance Bond.

Not later than ten days after its receipt of the notice of award Contractor must issue to SEPTA a performance bond in the amount equal to 10% of the value of the first year of the services to be provided. Each year thereafter Contractor shall adjust the value of the performance bond to reflect the value of the services to be provided in that year. The performance bond must be issued by a fully qualified surety that is acceptable to SEPTA and is listed as a surety currently authorized under 31 CFR Part 223.
ARTICLE XI
NOTICES AND DESIGNATIONS

Section 11.1. 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 in writing by the Parties:

If to SEPTA: AGM, Procurement, Supply Chain, & DBE Division
Southeastern Pennsylvania Transportation Authority
1234 Market Street, 11th Floor
Philadelphia, PA 19107-3780

With a copy to: SEPTA’s Project Manager
(Identified below)

If to Contractor: ______________________________
____________________________
____________________________
____________________________

Section 11.2. Designation Of Project Managers.

Unless subsequently changed by written notice, the names, addresses, telephone numbers and e-mail addresses of SEPTA’s Project Manager and Contractor’s Project Manager are:

SEPTA’s Project Manager: Director, Service Operations
Customized Community Transportation Department
SEPTA
1234 Market Street, 4th Floor
Philadelphia, PA 19107-3780
215-580-3423

Contractor’s Project Manager: ______________________________
____________________________
____________________________
____________________________
____________________________
ARTICLE XII
DISPUTES

Section 12.1. Disputes.

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 Assistant General Manager of Procurement, Supply Chain & DBE Division. This decision shall be final and conclusive, unless within ten (10) calendar days from the date of receipt of its copy, the Contractor or SEPTA’s Project Manager mails or otherwise furnishes a written appeal to the Assistant General Manager of Procurement, Supply Chain & DBE Division. The Assistant General Manager of Procurement, Supply Chain & DBE Division may authorize a representative not involved with the initial decision to review the appeal. In connection with any such appeal, the Contractor or SEPTA’s Project Manager shall be afforded an opportunity to offer evidence in support of its position. The decision of the Assistant General Manager of Procurement, Supply Chain & DBE Division or his/her authorized representative, shall be the final determination of SEPTA.

Section 12.2. Performance During Disputes.

Unless otherwise directed by SEPTA, Contractor shall continue to perform under the Agreement while matters in dispute are being resolved.

ARTICLE XIII
GOVERNING LAW

Section 13.1. Governing Law, Forum Selection, And Consent To Jurisdiction.

All matters or claims arising out of, related to, or in connection with the Agreement 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 Agreement or the relationship between the Parties shall be solely and exclusively brought, maintained, resolved, and enforced in the state or federal courts that are 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 that are located in the City of Philadelphia and hereby expressly and irrevocably waives any objection that Contractor may have or hereafter may have (i) to jurisdiction or venue in the state and federal courts that are located in the City of Philadelphia and (ii) to 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.

ARTICLE XIV
MISCELLANEOUS PROVISIONS


In performance of the Scope of Services, Contractor shall comply with all applicable laws, statutes, ordinances, regulations, judicial decrees and/or administrative orders of federal, state and local governments.

Contractor specifically acknowledges that it must comply with the requirements set forth in Attachments 5, 6 and 7.

Section 14.2. City Minimum Wage And Benefits

The Contractor shall fully comply with Chapter 17-1300 of The Philadelphia Code establishing a minimum wage and minimum benefits that must be provided to employees of certain entities that have contracts with the City or that receive financial aid from the City. The minimum wage mandated by the City for employees of City contractors and subcontractors should be adjusted annually, to reflect the costs of inflation.

Section 14.3. No Waiver.

No waiver of any breach of any covenant, term, or condition of the Agreement shall constitute a waiver of such covenant, term, or condition, or of any subsequent breach thereof.


SEPTA reserves the right to impose personnel security measures upon Contractor and Contractor’s Employees as SEPTA deems necessary and appropriate to ensure the safety of its patrons, employees and property and the public. These measures may include, but are not limited to, registration of all Contractor’s Employees who shall work on SEPTA’s property, photo-identification of Contractor’s Employees, and background investigations of all Contractor’s Employees. In addition, SEPTA reserves the right to institute personnel security measures, which may be imposed at any time during the performance of the Scope of Services. SEPTA shall assume the costs of such security measures. Contractor shall cooperate fully with SEPTA in implementing and enforcing security measures.
Section 14.5. Complete Agreement.

The Parties intend that this writing be the final expression of their Agreement and the complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the Parties having been incorporated herein. No course of prior dealings between the Parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of the Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior Agreement between the Parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of the Agreement. No representations, understandings or agreements have been made or relied upon in the making of the Agreement other than those specifically set forth herein. The Agreement can be modified only by a writing signed by the Party against whom the modification is enforceable.

Section 14.6. Severability.

If any portion of any term, section or provision of the Agreement, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the Agreement, or the application of such term, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 14.7. No Third Party Beneficiary.

Nothing contained in the Agreement shall be construed so as to confer upon any other party the rights of a third party beneficiary.


The captions and headings of articles and sections are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in the Agreement.

Section 14.9. Joint And Several Liability.

If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign the Agreement as Contractor, the liability of each such individual, corporation, partner or other business association to perform the obligations hereunder shall be deemed to be joint and several and all notices, payments and agreements given or made by, with or to any such individual, corporation, partner or other business association shall be deemed to have been given or made by, with or to all of them. In like manner, if Contractor shall be a partnership or other business association, the members of which are by virtue of state or federal law are subject to personal liability, the liability of each such member shall be joint and several.
Section 14.10. No Joint Venture.

Any intention to create a joint venture or partnership relation between the Parties is hereby expressly disclaimed.

Section 14.11. Representations.

If Contractor is a corporation, the person who executes the Agreement on behalf of Contractor hereby covenants and warrants that: Contractor is a duly constituted corporation qualified to do business in the Commonwealth of Pennsylvania; all Contractor’s franchises and corporate taxes have been paid to date; all future forms, reports, fees and other documents necessary for Contractor to comply with applicable laws will be filed by Contractor when due; and the person is duly authorized by the board of directors of such corporation to execute and deliver the Agreement on behalf of the corporation.

Section 14.12. Lease Of Vehicles.

SEPTA will supply paratransit vehicles to Contractor and Contractor will use the paratransit vehicles to perform the Scope of Services. Contemporaneously with the execution of this document the Parties will execute a Lease Agreement for paratransit vehicles that conforms to the copy which is Attachment 8.


If Contractor shall be delayed in the completion and performance under the Contract Documents by any of the following circumstances which are not due to an act or omission of Contractor or any Subcontractor (each, a “Force Majeure Event”): vandalism; fire; explosion; severe weather; fire; earthquake; flood; acts of God; war or other hostilities; terrorism; civil unrest; acts of a governmental body; interruption of electricity or other utilities; communication or transportation, but excluding any event or circumstance if its sole effect on Contractor is economic, then the time herein specified for completion of contract performance may be extended, without penalty, at the reasonable discretion of SEPTA, by such time as shall be fixed by SEPTA in writing. During Force Majeure Events, Contractor shall implement its business continuity/disaster recovery plans in accordance with its standard business practices to limit the impact of such events.

If Contractor desires to apply for an extension of time pursuant to the terms stated above, Contractor shall, within fourteen (14) days after becoming aware of the possibility of delay, notify SEPTA of such possibility, any reasons for the delay and its estimated duration.

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

ATTEST:

SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY

CAROL R. LOOBY
SECRETARY TO THE BOARD

LESLIE S. RICHARDS
GENERAL MANAGER

ATTEST:

BY:

(Please type name)

(Please type name)

APPROVED AS TO FORM:

BY: ______________________, Esquire
Office of General Counsel
Southeastern Pennsylvania Transportation Authority
RFP DOCUMENT AND CONTRACTOR’S TECHNICAL PROPOSAL

ATTACHMENT 1
SCOPE OF SERVICES

ATTACHMENT 2
6. Scope of Service

6.1 Introduction

The following Sections describe the various requirements of this Contract. These requirements describe the details of the service that must be provided to perform this service. All proposing firms, and ultimately the successful firms, shall be responsible for complying with all of the requirements listed below.

6.1.1 In the Sections below, SEPTA will attempt to provide Proposers with the best information available to assist you with the preparation of your management plans and your Proposals. SEPTA will provide current operating statistics and other non-proprietary information from current operations. Nevertheless, for reasons that should be obvious, SEPTA cannot provide any actual or implied guarantee with relation to the accuracy or the adequacy of this information. Some of the reasons for this include: there is no effective means of projecting Paratransit services demand growth; Contractor operating and management plans will significantly impact manpower needs; fleet maintenance plans vary and will impact vehicle reliability; etc. Because of these facts, proposing firms should use the information contained here to form a basic understanding of the work to be performed and should combine this with their own research and experience to develop Proposals for a flexible approach to delivering the service described here.

6.1.2 Proposing firms must come into this program with the expectation that the rules and procedures of this service will be dynamic and that Contractor will be required to respond and assist with these evolutionary improvements throughout the term of the Contract, without seeking additional compensation. In the unlikely event that SEPTA does implement material changes to the scope of service or volume of work, we will initiate negotiations with our Contractors for appropriate changes to compensation.

6.1.3 Each vehicle is equipped with a Mobile Android Tablet (MAT) with an integrated Automatic Vehicle Location system (AVL) and two-way voice communications. The equipment is being provided and maintained by SEPTA.

6.1.4 The sections below describe the various minimum requirements for this service. The Proposer should use this information to develop their management plan and build on these requirements to tell us how you will approach and management of this service. We are interested in value-added approaches that fulfill our requirements and offer experience and expertise that will help SEPTA learn and improve the safety, quality and efficiency of paratransit service within Montgomery County.
6.2 Additional Regulations

6.2.1 In addition to the requirements listed in this document, all Proposers are also responsible for understanding and complying with SEPTA’s paratransit regulations (see Tariff 146 and 229, Attachment 17A of the RFP). Please note that, like any administrative or operating guideline, this information is somewhat dynamic and will likely change slightly during the life of the project. Such normal evolutionary changes do not constitute a change to the scope of service described here.

6.3 Staffing

6.3.1 To perform the service described in this RFP, proposing firms must submit a detailed staffing plan that clearly states the positions and personnel to be used in the management and delivery of this service. The Contractor is required to have sufficient trained personnel to meet the Contract requirements at all times throughout the life of the Contract. All staff and drivers must be hired and in place no less than fifteen (15) days prior to service implementation except where otherwise noted. The Contractor shall provide personnel sufficient to manage and carry out the service and reporting required under this Agreement and Scope of Service. The functions of the staff shall include but not be limited to:

- A designated Project Manager for SEPTA’s CCT activities;
- Operations Manager
- On-Site Maintenance Manager
- Personnel management;
- Street supervision;
- Drivers and Training;
- Certified mechanics;
- Safety/risk management;
- Fleet management.

6.3.2 General Minimums: The following minimum requirements must be met before any person may hold any position under this Contract:

- Passing an FTA compliant pre-employment drug and alcohol test (if the person is filling a “Safety Sensitive” position)
- Must hold a valid driver's license which verifies the appropriate class (if operating vehicles);
- Must have a safe driving record, which is defined as no more than one (1) previous suspension for moving violations and no more than one (1) record of a moving violation within the two (2) years prior to start of SEPTA driving service (if operating vehicles);
- Must be a licensed driver for a minimum of three (3) years (if operating vehicles);
• The Contractor shall not employ in any SEPTA-related work under this Contract any person who has a current or past record of any conviction at any time for driving under the influence of alcohol (DUI) or has been convicted of any felony of any kind. In addition, Contractor shall not employ in any SEPTA-related work under this Contract, any person who has had any convictions at any time for any sexually related offense of any grade whatsoever or for any convictions, whether felony or misdemeanor, that concerns: forgery, falsification of records, or false swearing to authorities.

• In addition to the above, Contractor shall not employ in any SEPTA-related work under this Contract any person who has had a conviction within the past seven (7) years of any misdemeanor not otherwise included within the above paragraph, nor shall Contractor employ any person who is currently on probation or parole for any offense.

• All employees must speak and understand English fluently;

• All operations related employees must have knowledge of the service area and documented ability to determine location of and arrive at street address by use of a map book.

6.3.3 Project Manager - One (1)

6.3.3.1 Contractor's designated Project Manager shall function as the principal point of communication between the Contractor and SEPTA’s CCT management. The Project Manager shall be available as required by SEPTA’s CCT management for review of any aspect of the Contractor's service for SEPTA’s CCT, including administrative, financial, operational, personnel, reporting and policy matters.

6.3.3.2 The Project Manager shall have a minimum of three (3) years transit experience, with two (2) years of paratransit service experience. The Project Manager shall be on site a minimum of 45 days prior to service implementation, and shall be responsible for all staffing issues, including but not limited to hiring, adherence to training requirements, performance standard adherence, reporting requirements, equipment standards.

6.3.3.3 When proposing a Project Manager for this service, the Contractor must identify a specific individual for the position. Once Proposals are received, proposed Project Managers are considered to be obligated to the project and shall not be changed except with SEPTA’s written approval. Failure to comply with this requirement may be cause for a Proposal to be declared non-responsive.
6.3.4 Operations Supervisor(s)

6.3.4.1 An Operations Supervisor will be required to manage the driver scheduling and dispatch area. This individual must be responsible for day-to-day operations in this area and must supervise any additional personnel working in this area. This position must be staffed and on site any time a Contractor’s vehicle is deployed.

6.3.4.2 The lead dispatcher must have 3-5 years of Paratransit dispatch experience.

6.3.4.3 The lead dispatcher is required to be hired and on-site 30 days prior to the start of service.

6.3.4.4 The street supervisor position must be staffed and on duty at a ratio of one (1) supervisor for every ten (10) tours in service without exception. This level of staffing will provide adequate coverage to manage and have oversight of the daily street operations across all hours of revenue service.

6.3.5 Trainer – One (1)

6.3.5.1 A full time Trainer will be required to provide all necessary driver training, either directly or by supervising other qualified trainers. This person must be fully qualified and have certifications in all required training elements. The Trainer must be on-site no less than 30 days prior to the start of service.

6.3.6 Mechanics

6.3.6.1 The preferred means of performing maintenance work is by dedicated employees. If maintenance will be provided directly, proposing firms must employ at least one (1) lead mechanic qualified and experienced in performing all major maintenance work on the assigned fleet. This lead mechanic must also be experienced in managing all of the functions of a maintenance operation for a project of similar size and complexity.

6.3.6.2 In addition to the lead mechanic, the Contractor must employ at least one (1) mechanic that is ASE Master Certified.

6.3.6.3 All mechanics must be proficient in the diagnosis and repair of mechanical, electrical and HVAC deficiencies. They must be qualified to make necessary repairs, replacements and adjustments to all assigned equipment. Maintenance staff must be capable of performing all repairs incidental to State Inspections. At least 50% of the maintenance staff must possess certifications for Pennsylvania State Inspection and air conditioning repair and refrigerant reclamation.
6.3.6.4 Mechanics must have maintenance experience with the vehicles identified in the vehicle fleet roster (See Attachment 17J. Fleet Roster in the Request For Proposal and See Attachment 8 - Lease Agreement for Paratransit Vehicles - Attachment A, List of Vehicles).

6.4 Drivers

6.4.1 The Contractor shall maintain sufficient drivers to provide service that is fully compliant with Contract service levels at all times. For the purposes of this Contract, “sufficient drivers” means the number of drivers the Contractor believes is necessary to perform the service. The Contractor’s actual need for drivers will, of course, be dependent on its full time/part time ratio and their management plan to perform service. It is ultimately the Contractor’s responsibility to determine its own staffing needs.

6.4.2 General Minimums: The following minimum requirements apply to all applicants who are employed by the Contractor and used as a driver in SEPTA CCT service. All minimum requirements must be met before any employee of the Contractor can be employed, in whole or in part, as a Paratransit driver in SEPTA service. These minimum requirements are as follows:

- a. Must possess a high school diploma or equivalent;
- b. Physical examination which must be performed by a licensed physician, to include the ability to lift a minimum of fifty pounds;
- c. Passing an FTA compliant pre-employment drug and alcohol screen;
- d. A valid driver’s license which verifies the appropriate class;
- e. A safe driving record, which is defined as no more than one (1) previous suspension for moving violations and no more than one (1) record of a moving violation within the two (2) years prior to start of driving in SEPTA service;
- f. Must be a licensed driver for a minimum of three (3) years;
- g. Must receive a minimum of 24 hours behind the wheel training with a qualified trainer before release for SEPTA revenue service;
- h. Must be able to speak and understand English fluently;
- i. Nationwide and state criminal record abstracts are required for all drivers and other safety-sensitive staff annually;
- j. Demonstrated knowledge of service area and documented ability to determine location of and arrive at street address by use of a map book;
- k. No conviction record for driving under the influence (DUI) of alcohol or drugs;
- l. No record of any felony or misdemeanor conviction for any crime listed in attached Paratransit Driver Crimes Matrix – A (Attachment 15 of the RFP); and
m. No record of any felony or misdemeanor conviction for any crime listed in attached Paratransit Driver Crimes Matrix - B (Attachment 16 of the RFP) within seven (7) years of date of application or, at the time of application, be on probation or parole for such crime;

6.4.3 Documentation Required

6.4.3.1 The Contractor shall provide to SEPTA the name, driver’s license number, hourly wage rate, a photo and a standard release of information form, signed by the driver authorizing Contractor to obtain the driver’s motor vehicle record and criminal history for each driver in SEPTA-related work. The Contractor shall also maintain a training log containing dates of training and signatures by driver(s) and trainer(s) that driver training was completed.

6.4.3.2 All drivers utilized in SEPTA service shall have demonstrated proficiency in those areas identified in the Section 6.4.8 Training Requirements. The use of “driver lease” or other contracted programs is specifically prohibited.

6.4.4 Background Checks Required

6.4.4.1 Each Contractor shall conduct a background check of each driver’s record as a vehicle operator for the State in which the driver possesses a license. A copy of each driver’s record must be maintained in each driver’s personnel file.

6.4.4.2 Nationwide and state criminal record abstracts are required for all drivers and other safety-sensitive staff annually.

6.4.4.3 Motor vehicle record abstracts are required for all drivers and other safety sensitive staff annually.

6.4.4.4 Each paratransit driver in SEPTA-related work shall sign a release of information giving SEPTA and the Contractor the right to obtain from criminal justice agencies the driver’s record of prior convictions for felonies or misdemeanors. Each driver shall also sign a release involving pre-hire drug test information, including all information resulting from drug and alcohol tests.
6.4.4.5 The Contractor shall review the prior convictions for driving under the influence (DUI) and for other convictions listed in Paratransit Driver Crimes Matrix A (Attachment 15 of the RFP) in the record of each applicant or current employer in SEPTA-related work and shall disqualify any applicant or current employee from SEPTA-related work whose record includes a conviction for driving under the influence (DUI), and/or for those crimes listed in Matrix A.

6.4.4.6 The Contractor shall also review the prior convictions for crimes listed in Paratransit Driver Crimes Matrix B (Attachment 16 of the RFP) and shall disqualify any applicant or current employee from SEPTA-related work whose record includes a conviction for crimes listed in Matrix B if the conviction is within seven (7) years of the date of application.

6.4.4.7 The Contractor also must disqualify any applicant or current employee from SEPTA-related work who is on probation or parole for any of the crimes listed on Paratransit Driver Crimes Matrix B (Attachment 16 of the RFP).

6.4.5 Job Application

6.4.5.1 The Contractor shall include on its employment application form (for those who are applying for SEPTA-related work) a question asking the applicant whether such applicant has a record of any conviction for driving under the influence (DUI), and for any felony or misdemeanor.

6.4.5.2 The Contractor shall not employ as a driver in SEPTA-related work any person who indicates on the application form that he or she has a current record of any conviction at any time for DUI or for any felony or misdemeanor listed in Paratransit Driver Crimes Matrix A (Attachment 15 of the RFP).

6.4.5.3 The Contractor shall also not employ in SEPTA-related work any person who indicated that he or she is currently on probation or parole for a conviction listed in Matrix B, or has a conviction within the last seven (7) years preceding the date of application for any crime listed in Paratransit Driver Crimes Matrix B (Attachment 16 of the RFP).

6.4.5.4 The Contractor shall require all current employees applying to begin work as drivers in SEPTA-related work under this contract to answer the same question concerning their criminal record before determining whether they may begin driving in SEPTA-related work.
6.4.5.4.1 Any job applicant or current employee who fails to disclose a relevant conviction and who is employed by Contractor in SEPTA-related service under this contract, shall be:

a. Removed from SEPTA-related work if the Contractor determines that the application was falsified; and

b. Removed from SEPTA-related work if applicant/employee has a conviction record that precludes him/her from employment in SEPTA-related service as set forth in attached Matrix A or B of the RFP.

6.4.6 Notification

6.4.6.1 Where an applicant for employment is not hired by Contractor and the reason for Contractor’s decision not to hire is based on the applicant’s conviction record, Contractor must notify the applicant in writing of its decision and the reason for its decision. Contractor must also forward a copy of this notification to SEPTA (Attn: Manager Contract Compliance).

6.4.7 Continuing Obligations Regarding Criminal Convictions

6.4.7.1 Drivers in SEPTA-related work must report on a continuing basis any new convictions occurring from the time they begin driving in SEPTA-related work, as well as any violations of the Motor Vehicle Code (other than parking violations). Contractor shall disqualify from all SEPTA-related service any employees convicted of crimes listed in Matrix A or B after commencing employment with the Contractor.

6.4.7.2 Contractor and SEPTA agree to share information concerning any relevant conviction of any applicant or any employee of Contractor in SEPTA-related work. Contractor must inform SEPTA in writing of its decision concerning the removal of a driver in SEPTA-related work based on a criminal conviction.

6.4.7.2.1 Contractor employees in SEPTA-related work must promptly inform Contractor of any convictions or arrests for any felony or misdemeanor of the criminal code in any State. If Contractor learns from any source that an employee of Contractor in SEPTA-related work has been arrested for DUI or any other crimes listed on Matrix A or B since beginning SEPTA-related work, the Contractor shall notify SEPTA.
6.4.7.2.2 If the Contractor determines that an arrest would negatively relate to the employee’s suitability for SEPTA-related work, Contractor must immediately suspend or transfer the employee from performing SEPTA-related work. If the Contractor determines that the circumstances surrounding the employee’s arrest do not negatively relate to the employee’s suitability for SEPTA-related work, Contractor may assign the employee to SEPTA-related work. In all cases, Contractors must forward to SEPTA all information related to the employee’s arrest.

6.4.7.2.3 If an employee is subsequently convicted, Contractor shall follow the guidelines regarding convictions set forth above in attached Matrix A and B of the RFP.

6.4.7.3 Contractor shall impose upon any SEPTA-approved Subcontractor the same minimum standards for drivers in SEPTA-related work as those set forth above.

6.4.8 Training Requirements

6.4.8.1 The training requirements listed here are minimums as they pertain to the SEPTA Contract. Each Contractor, as the employer, may require additional training for each position listed. The training identified may be altered by SEPTA during the term of the Contract. Notification shall be given to each Contractor thirty (30) days prior to the change.

6.4.8.2 Any Contractor staff member who will have contact with passengers shall be required, at a minimum, to attend the SEPTA training classes. Additionally, all management and operations personnel must attend the SEPTA training course before commencing work on the Project.

6.4.8.3 In addition, driver candidates must receive a minimum of 24 hours behind-the-wheel training with a qualified trainer before being authorized for SEPTA service.

6.4.8.4 It is the responsibility of the Contractor to recruit and screen driving applicants to ensure that they have the minimum qualifications and abilities to successfully complete the SEPTA training program below. If an applicant is unable to complete the required training, the Contractor may be billed for the cost of the applicant’s unsuccessful training. The costs of all training from contract start-up through contract completion shall be borne by the Contractor. Any training costs should be identified as a line item on the price proposal form to be reimbursed as part of the cost per revenue hour.
6.4.8.5 The Contractor, with the assistance of SEPTA, shall be responsible for the provision of driver familiarization training of newly hired Contractor staff and drivers. This training will take place at SEPTA Headquarters 1234 Market Street, Philadelphia, and currently takes four (4) days and will cover the following topics:

- Passenger Sensitivity
- ADA Regulations
- SEPTA Policies and Procedures, to include but not be limited to, Service Areas, Hours of Service, Fares, Inquiry Handling
- Passenger Assistance Training (PAT)
- Trip Scheduling Software trip coding
- Reporting Requirements (applicable by job responsibility)
- Passenger Relations
- Substance Abuse
- Manifest usage
- Map Reading
- Mobile Android Tablet and Communication Operation
- Defensive Driving
- Sleep Apnea / Operator Fatigue Awareness & Prevention

6.4.9 Retraining

6.4.9.1 Drivers will be required to attend Contractor provided re-instruction programs or additional training as deemed necessary and appropriate by SEPTA and/or the Contractor. Upon receipt of notification from SEPTA, the Contractor shall administer training immediately for safety-related concerns before allowing the driver to return to perform in SEPTA’s related services. Non-safety related training required shall be administered within five (5) days. The Contractor shall submit documentation to SEPTA to verify required training has been provided within thirty (30) days of notification from SEPTA of required training.

6.4.9.2 At a minimum each driver will receive a one (1) day refresher course annually from the Contractor.

6.4.9.3 The Contractor’s Safety Risk Manager or supervisory designate(s) shall observe each driver for four (4) continuous hours in revenue service every 90 days; or more frequently as needed. The Contractor may choose the observation method(s): cushion ride, trailing driver tour in another vehicle, checking driver/vehicle at various locations, etc. Contractor is required to place a written description and verification of this event in each driver’s personnel folder. In event of a driver not performing adequately, the Contractor will retrain the driver. If a driver repeatedly fails to perform as required, the Contractor must take additional measures to remedy the driver’s performance or remove the driver from SEPTA’s service.
6.4.10 Administrative Requirements

6.4.10.1 Each driver shall be identified by the Contractor to SEPTA. A file of all required information about the driver shall be submitted to SEPTA. The file must also contain a standard release of information form, signed by the driver, authorizing Contractor to obtain the driver's motor vehicle record from every state (and authorizing Contractor to provide all information described in this paragraph to SEPTA). The folder must also contain an itemized checklist of all pre-hire and training requirements, indicating the dates each were completed, along with signatures of authorized officials certifying the accomplishment of the various requirements.

6.4.10.2 Each driver shall sign a Release of Information Concerning Criminal Record Information and Certain Medical Test Results (Attachment 17F) and the Release of Information Concerning Insurance (Attachment 17I) giving SEPTA and the Contractor the right to obtain and exchange information from government agencies and other organizations (including physicians and other medical/scientific personnel and laboratories in the instance of drug and alcohol testing). The information gathered with this release will relate to the ongoing verification of employee driver's record, compliance with drug free requirements and criminal record compliance.

6.4.11 Driver Accountability

6.4.11.1 Paratransit service drivers are often the only people passengers encounter when they use CCT paratransit service. Even though they are the Contractor’s employees, to the passenger, they are SEPTA representatives. Because of this, drivers must conduct themselves with professionalism, courtesy and kindness when providing service to our passengers. It is expected that drivers will be service ambassadors and will ensure that every passenger has a pleasant and successful experience riding SEPTA’s CCT Paratransit service. Because of these expectations, SEPTA requires that drivers maintain a high level of performance and that Contractors take necessary and appropriate measures to ensure quality performance.

6.4.11.2 Because of our high expectations with regard to service quality, SEPTA reserves the right to have any driver removed from SEPTA’s service on demand for any reason. This should not be interpreted to mean that SEPTA exercises any control over a Contractor’s decision to retain or discharge an employee. SEPTA is merely exercising its right to determine who may perform service for SEPTA.
6.4.11.3 In the event that a driver is not performing adequately, SEPTA reserves the right to require retraining for any driver, at any time.

6.5 Personnel Management

6.5.1 As operations commence, Contractors will be required to maintain active, current and complete personnel records of all staff (including drivers). These records must contain all manner of required and standard documentation relating to the management of employees, to include items such as:

- Hiring paperwork
- Records of physical examinations
- Verification of citizenship or immigrant status
- Discipline records
- Copies of professional certifications
- Documentation of training
- Documentation relating to all aspects of the federal requirements for drug and alcohol testing.
- Any other information relating to compliance with any and all other applicable city, state and federal requirements.
- Motor vehicle checks and criminal record checks.

6.5.2 All personnel records shall remain the responsibility and the property of the Contractor, but must be provided on demand for inspection by SEPTA. SEPTA will take measures to ensure the privacy of all personnel information being examined. SEPTA reserves the right to require pre-approval of completed driver files before a driver may be used in service.

6.6 Service Requirements

6.6.1 Under this Contract, SEPTA will perform the passenger certification and registration processes, trip reservations, trip scheduling, tour development and dispatching operations. The Contractor’s responsibilities will center on providing well-trained drivers who arrive on time, know how to find their way around Montgomery County and adjoining areas, via GPS or map, drive in accordance with the PA Motor Vehicle Code, follow instructions, follow the rules of the service, and safely and courteously deliver passengers. The Contractor will also be responsible for maintaining the mechanical integrity and cleanliness of the assigned fleet. The Sections below fully describe the Contractor’s operational responsibilities in performing these tasks.
6.6.2 Honoring Trip Assignments-Requirement

6.6.2.1 The evening prior to each service day, SEPTA will transmit vehicle schedules to the Contractor. These schedules will be developed based on the assumption that the number of assigned tours will be available as planned.

6.6.2.2 The Contractor must perform all work assigned and shall reject no trip assignment for any reason.

6.6.2.3 Contractor shall not trade trips with another SEPTA contractor.

6.6.2.4 The levels of service may increase over the term of the contract. Based on our recent experiences, we are projecting that ridership will grow in a linear manner over the next four years of the term of this contract at about 1.0% per year.

6.6.3 Service Areas and Times of Service

6.6.3.1 Service under this Contract will be provided primarily in the SEPTA ADA service area of Montgomery County.

6.6.3.2 SEPTA CCT’s ADA Complementary Paratransit service area encompasses all of Philadelphia County and portions of Bucks, Chester, Delaware and Montgomery Counties, some areas of which receive 6-day and others, 7-day service. CCT is not permitted to provide service to/from nor collect fares for trips outside service area boundaries. Such trips are ineligible, and Contractors will not be reimbursed for them.

6.6.3.3 SEPTA provides Paratransit service to any origin and destination within the service area of Philadelphia County and to selected destinations, generally corresponding to ¾ mile corridors around regular fixed bus routes, in the counties surrounding Philadelphia.

6.6.3.4 SEPTA ADA paratransit service days and hours of operation, and service areas, in the four suburban counties shall reflect those of SEPTA’s regular fixed-route bus service.
6.6.3.5 SEPTA provides service at a reduced schedule (in response to reduced demand) on weekends and designated holidays. These holidays are:

- New Year’s Day
- Martin L. King Day
- Presidents’ Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

6.6.4 Service Delivery Requirements

6.6.4.1 Door-to-Door Service

6.6.4.1.1 The Contractor shall provide door-to-door service for all registered riders. When providing door-to-door service, the Contractor is required to go into the lobbies or vestibules of buildings, but is prohibited from entering residences.

6.6.4.2 Passenger Assistance

6.6.4.2.1 The Contractor is only required to provide assistance to passengers in wheelchairs up and/or down a maximum of one (1) curb.

6.6.4.2.2 The Contractor shall leave the vehicle each time a passenger boards and alights to provide assistance. The Contractor shall secure all wheelchairs and scooters and assist riders with fastening seat belts if they are unable to fasten seat belts by themselves. The Contractor shall use proper Passenger Assistance Techniques (PAT) at all times. No vehicle shall be put in motion until all wheelchair securements and seat belts are in place.

6.6.4.2.3 Riders are not prohibited from sitting in their scooter chairs when the vehicle is in motion. However, the Contractor shall ask riders with scooters to transfer from their scooter unassisted to a seat before the Contractor moves the vehicle. If a passenger refuses to transfer, the driver shall inform the dispatcher and then may proceed. The Contractor shall secure a wheelchair or scooter, even if not occupied.
6.6.4.2.4 Standees shall be allowed to ride the lift on lift-equipped vehicles. Whenever a standee rides a lift, the driver shall accompany the rider on the lift to ensure he/she does not slip or fall, unless a companion or personal care attendant is available to assist.

6.6.4.2.5 Contractors may request a wheelchair user who is capable of transferring with minimal assistance to transfer from his/her wheelchair to a seat for scheduling productivity purposes. If the rider refuses or cannot transfer to a seat, the Contractor is still required to provide paratransit service to the wheelchair user.

6.6.4.2.6 Drivers shall be responsible for securing all mobility and assistive devices (e.g., wheelchairs, canes, walkers, respirators, oxygen tanks, etc.) provided that they comply with the “common wheelchair” standard (30” W x 48” L and weighing no more than 600 lbs. fully loaded) outlined in the ADA regulations. SEPTA is not required to transport riders in mobility devices outside these parameters. Drivers must report such devices outside these parameters to SEPTA’s Control Center prior to the passenger boarding the vehicle. Further instructions on how to safely handle the situation will be provided by the Control Center.

6.6.4.2.7 Drivers are required to carry up to 2 bags or parcels weighing up to 50 pounds in total, including groceries, to and from the vehicle.

6.6.4.3 Cancellations and No-Shows

6.6.4.3.1 An early cancellation is defined as any cancellation made to the SEPTA Control Center by the patron at least two hours before the scheduled pick-up time. Riders are permitted to make early cancellations without penalty. A late cancellation is a trip scheduled but canceled by the patron less than two (2) hours before the scheduled pick-up time. All cancellations will be communicated to the Contractor.

6.6.4.3.2 A rider no-show is any occurrence where the patron is not available for scheduled ride five minutes after the ETA time on the driver’s manifest, cancels ride less than two hours before the confirmed time, or declines trip when the driver arrives at the door. All no-shows must be reported to and verified by SEPTA dispatchers; only SEPTA can designate a trip as a no-show.
6.6.4.4 Service Animals

6.6.4.4.1 Some customers require the assistance of service animals (dogs, birds, other animals) for their independence. These animals serve people in wheelchairs as well as ambulatory riders with rare exceptions. One (1) service animal usually accompanies a rider. Service animals are transported at no charge.

6.6.4.4.2 Under no circumstances may drivers refuse or delay service to riders due to patrons’ use of service animals.

6.6.4.4.3 When boarding service animals that assist wheelchair users, drivers must use extreme caution in using the wheelchair lift.

6.6.4.4.4 Identification as a service animal is not required, but rider’s use of a service animal **must** be registered with SEPTA in advance. Companion animals (pets) and therapy animals may ride CCT vehicles only when confined in a carrier.

6.6.4.4.5 Service animals must be leashed and/or harnessed and remain under the control of their masters at all times. Service animals shall be required to lie on the floor of the vehicle or the lap of the owner or rider. If a service animal cannot be controlled by its owner, the driver shall notify the SEPTA Control Center for instructions. If the animal is actively menacing passengers or other animals, the driver may order the rider and the animal out of the vehicle immediately, but must then stand by while contacting the SEPTA’s Control Center for instructions.

6.6.4.4.6 Service animals in training can ride CCT vehicles under the conditions itemized above as 6.6.4.4.1 through 6.6.4.4.5.

6.6.4.5 Child Restraints

6.6.4.5.1 Children under 4 years of age must be buckled into a federally-approved child safety seat and transported in the rear seat only.

6.6.4.5.2 Child safety seats shall be secured in the back seat of sedans. No child under 4 years of age shall be transported in the front seat of a sedan.

6.6.4.5.3 Contractors are **not** required to provide child safety seats.
6.6.4.5.4 Contractors shall refuse to transport any child under four (4) years of age when a safety seat is not provided by the patron or responsible party. This information shall be reported to the control center, documented on an incident report form and shall be considered a patron no-show.

6.6.4.5.5 75 Pa.C.S. § § 102.3 General Criteria - Children under 4 years of age shall be securely fastened in a safety seat belt system and a child passenger restraint system appropriate for their height and weight in accordance with the recommendations of the manufacturer. Children 4 years of age but younger than 8 years of age shall be securely fastened in a safety seat belt system and an appropriately fitting child booster seat in accordance with the recommendations of the manufacturer.

6.6.4.5.6 Children 4 years of age but younger than 8 years of age who weigh less than 40 pounds may, in lieu of use of a booster seat, be securely fastened in a child safety seat or other child passenger restraint system appropriate for their height and weight in accordance with the recommendations of the manufacturer.

6.6.4.5.7 Children younger than eight (8) years of age who weigh more than 80 pounds or who are of a height of 4 feet 9 inches or taller are exempt from the above requirement and may be fastened in the standard safety seat belt system provided on the vehicle.

6.6.4.6 Preferential Treatment

6.6.4.6.1 Under the ADA, favoring certain passengers, agencies or disability types is prohibited. Contractors, drivers and staff must apply policies uniformly, provide appropriate assistance to all, and provide only the level of assistance SEPTA requires.

6.6.4.7 Privacy and Confidentiality

6.6.4.7.1 All passenger information is confidential and must be kept secure and private at all times. Discussion, sharing or sale of any passenger information by Contractors, drivers and staff is strictly prohibited.
6.6.5 Transfers to/from SEPTA Fixed Route Service

6.6.5.1 When an ADA-eligible rider (and companion(s), Personal Care Attendant, etc.) is transferring between SEPTA Paratransit and SEPTA fixed-route service (not private cars, taxis, AMTRAK, NJT, etc.), the Paratransit portion of the trip shall be provided at no fare. The SEPTA Paratransit manifest shall indicate that no fare is to be collected. SEPTA shall remind the patron to verify the fixed route schedule and allow for transfer time. It is the rider’s responsibility to obtain this information.

6.6.6 Inter-County Trips; Paratransit-to-Paratransit Transfers

6.6.6.1 When riders travel between Philadelphia and Suburban service areas, SEPTA may assign a Philadelphia Contractor to transport the rider in one direction and a Suburban Contractor to transport the rider in the other direction, to the requested destinations. However, such trips may also be handled as transfer trips, coordinated between Philadelphia and Suburban County Contractor(s) at agreed upon transfer point(s).

6.6.6.2 SEPTA may also elect to schedule suburban inter-county trips as transfer trips, coordinating these among Suburban County Contractor(s) at agreed upon transfer point(s).

6.6.6.3 When a Paratransit-to-Paratransit transfer is coordinated, the total fare for the trip will be calculated by SEPTA, to be collected by the Contractor completing the initial leg of the trip. When the patron (and companion(s), Personal Care Attendant, etc.) boards any subsequent Paratransit vehicle(s) for transfer, no additional fares will be required. The SEPTA Paratransit manifest(s) shall indicate that no additional fare is to be collected for subsequent leg(s) of the transfer(s).

6.6.7 Service Disruption

6.6.7.1 In extreme weather conditions, SEPTA may elect to operate restricted service. The Chief Operations Officer - CCT, or his/her designate, shall determine if conditions require a temporary restriction of service. No Contractor may limit scheduled service without prior SEPTA authorization. SEPTA shall provide Contractor annually with a copy of SEPTA’s CCT Emergency Weather Plan (Attachment 17G in the Request For Proposal) which details both SEPTA’s and the Contractors’ responsibilities.
6.6.8 General Requirements for Submissions by Contractors

6.6.8.1 Contractor shall submit to SEPTA’S CCT each report and document specified in the SEPTA’S CCT Billing Procedures Policy Manual (Attachment 17H of the RFP). Contractor shall accept instructions from SEPTA concerning submissions, and may request clarifications as needed.

6.6.8.2 As documented in the SEPTA’S CCT Billing Procedures Policy Manual (Attachment 17H of the RFP), Contractor shall also submit other reports and documents from time to time as requested by SEPTA, Pennsylvania Department of Transportation and Federal Transit Administration. Such other submissions may be required by those agencies, and shall not be an additional program cost.

6.6.8.3 Except as noted herein, each submission shall be made to:

Director of Service Operations  
SEPTA - CCT Division  
1234 Market Street - 4th Floor  
Philadelphia, PA 19107

6.6.8.4 Periodically, in order to fulfill requirements of the Federal Transit Administration and the Pennsylvania Department of Transportation, the Contractor shall be required to collect and report to SEPTA odometer readings and other service delivery information as specified in the record-keeping requirement.

6.6.9 Contractor’s Management Requirements

6.6.9.1 Contractor shall be responsible for the daily provision of service, and for staffing, equipment, facilities and reporting as necessary to provide safe, quality service, and to meet all requirements as identified in the Scope of Service and Agreement.

6.6.9.2 The Contractor shall provide SEPTA with a 24-hour emergency number and name of contact who can respond to emergency situations as necessary.

6.6.9.3 The Contractor is required to proactively manage the provision of all required service in this RFP. That is, the Contractor will employ internal management systems, measures and controls that enable the Contractor’s management team to identify problems in the early stages. Once problems and potential problems are identified, the Contractor will then make plans and take necessary measures to solve or prevent problems before they rise to the point of impacting or disrupting service.
6.6.10 Contractor Monitoring Requirements

6.6.10.1 Contractor shall monitor the service being provided. The purpose is to ensure compliance with the provisions of the Contract; to ensure safe, reliable, efficient, on-time and courteous service. Monitoring shall be accomplished through on-board observations, inspections, and use of street supervisors, passenger surveys or passenger interviews.

6.6.10.2 Contractor shall perform on-street monitoring of actual trips to include, but not be limited to:

a. On-time performance;
b. Knowledge of service area and routing;
c. Driver assistance and professionalism;
d. Electronic manifest accuracy and completeness;
e. Mobile Android Tablet and radio usage;
f. Driver appearance;
g. Vehicle appearance;
h. Wheelchair lift condition and operation;
i. Wheelchair securement systems;
j. Safety equipment;
k. Driving habits;
l. Compliance with PADOT Motor Vehicle Regulations.
m. Passenger loading and securement
n. Delivery and coordination of service to agencies and centers

6.6.10.3 The Contractor shall develop and implement a service-monitoring plan that ensures that at least 10% of the Contractor’s trips are randomly monitored each month. The service-monitoring plan shall include, but not be limited to the items listed under Section 6.6.10.2. The Contractor shall document all findings and corrective action taken to address findings in an audit style format to be submitted to SEPTA’s Manager, Contract Compliance no later than the first Wednesday following the close of each fiscal month.

6.6.10.4 The Contractor will also develop and implement a fleet monitoring plan that ensures at least 5% of assigned vehicles are randomly inspected and reviewed each month. The fleet-monitoring plan shall include, but not be limited to, a thorough inspection of all mechanical and electrical systems, vehicle body condition, exterior/interior cleanliness standards and timeliness of preventive, periodic and seasonal maintenance inspections performed for meeting or exceeding the prescribed vehicle maintenance program requirements under Section 6.9.2. The Contractor shall document all findings and corrective action taken to address findings in an audit style format to be submitted to SEPTA’s Manager, Contract Compliance no later than the first Wednesday following the close of each fiscal month.
6.6.11 Dress Code

6.6.11.1 Contractor shall assure all drivers used in SEPTA service meet the dress code requirements. Contractor shall be responsible for the professional appearance of any staff that interacts with the riding public. Proper driver appearance is necessary for safety-related reasons, public acceptance and consistency with other SEPTA operations. Uniforms are required and must be worn, and must be pre-approved by SEPTA. Uniform appearance guidelines are as follows:

6.6.11.1.1 Each driver shall wear serviceable dark colored work shoes, which have flat, non-skid soles. All high heels, sneakers, platform shoes or open sandals are prohibited.

6.6.11.1.2 Each driver shall wear clean, neat attire, free of holes or patches. Each driver shall wear a light blue or white shirt or blouse, and dark skirt or trousers plus a jacket and appropriate outer garments as required by weather or seasonal conditions. Shirts shall be tucked in and pants shall be belted. In lieu of long pants, during the summer service short sleeve (white or light blue) shirts and uniform type (hemmed) shorts may be worn. No cut off shorts, T-shirts or tank tops shall be worn.

6.6.11.1.3 Contractor will supply drivers with a company logo to affix to their uniforms. No driver shall wear or display any insignia, patch or emblem other than those supplied by the Contractor and approved by SEPTA.

6.6.11.1.4 Each driver shall carry at all times when in service a timepiece accurate to within one minute. Each driver shall verify the official time with dispatcher at least once per day, and shall do so before leaving the garage for start of service.

6.6.11.1.5 Each driver shall wear a photo identification badge, supplied by the Contractor, which includes Contractor name and driver’s name. Badge shall be worn on driver’s outermost garment, visible to riders.
6.7 Scheduling and On-Time Performance

6.7.1 Reservations are presently accepted up to three (3) days in advance and not less than one day ahead. Only passengers who are pre-certified can make a trip reservation. SEPTA will verify that the trip is an ADA eligible trip. The trips are entered and scheduled by the scheduling software. Rides for individuals are scheduled within one hour before or one hour after the pickup time required, unless the requested time falls outside the hours of service.

6.7.2 A trip shall not be considered on-time if the actual pick-up time is beyond 10 minutes before or 20 minutes after the negotiated pick-up time. Reservations agents shall inform riders that they should be ready for their ride at least 10 minutes before their negotiated pick-up time.

6.7.3 If a Contractor’s on-time service standards and productivity fall below a reasonable level, SEPTA may opt to either terminate SEPTA’s Contract with Contractor for cause, or transfer ride(s) to another Contractor. If this occurs, the Contractor losing the work will not be entitled to any financial compensation for the loss of work. Furthermore, the Contractor will be responsible for reimbursing SEPTA for all incremental expense accrued by SEPTA from the reassignment of work to another Contractor.

6.8 Service Delivery Documentation

6.8.1 As service is delivered, drivers will use the Mobile Android Tablet (MAT) as their primary means to record all passenger transactions. The Contractor is responsible for ensuring that drivers collect required data and that MAT’s are properly maintained as required by SEPTA. The drivers may be required to collect information on the paper manifest as directed.

6.8.2 It is critical that the MAT be fully utilized to capture all required data points. The run start, route start, starting mileage, vehicle arrival at pickup; rider boarding time at the pickup location; vehicle arrival time at the drop off location, the time that the rider leaves the vehicle, run stop, route stop and ending mileage are data points that are critical to the operation.

6.8.3 All drivers are required to provide the specific reason for any lateness outside the on time window on the manifest and notify the dispatcher of the specific reason of such lateness.
6.9 Fleet Management

6.9.1 SEPTA shall provide vehicles for this service (see Attachment 17.J. Fleet Roster in the Request For Proposal and See Attachment 8 - Lease Agreement for Paratransit Vehicles - Attachment A, List of Vehicles). Fleet assignments include sufficient extra vehicles to provide a fleet spare ratio of up to 15%.

6.9.2 Vehicle Maintenance

6.9.2.1 Contractor, as part of its operating costs, shall provide all fuel, lubricants, tires, repairs, cleaning, parts, supplies, labor, maintenance, major components and component rebuilding and replacement, with the necessary service facilities to provide the same, required for operation of all equipment pursuant to this Agreement. Contractor shall be fully responsible for the safe and efficient maintenance of all vehicles to be used to perform this Agreement. Contractor’s duty and responsibility to maintain all vehicles and equipment cannot be delegated to any other person, firm or corporation, except with the written prior approval of SEPTA. Vehicle maintenance shall include preventive maintenance that must meet or exceed the manufacturers’ maintenance requirements.

6.9.2.2 All parts and materials used for repair shall meet or exceed manufacturers’ original equipment. All repair parts must be new or remanufactured to meet original manufacturer’s specifications.

6.9.2.3 All fuels, lubricants and fluids shall meet or exceed the manufacturers’ recommendations.

6.9.2.4 Only new tires may be used. All tires must meet or exceed manufacturer requirements.

6.9.2.5 Each vehicle shall be maintained in accordance with manufacturer’s recommended maintenance procedures, PA state Inspection standards and the vehicle inspection procedures referenced herein.

6.9.2.6 Vehicle body damage must be repaired promptly. This means that when body damage is discovered, steps must be taken to repair it immediately. If a repair cannot be made because of the availability of parts, this must be documented. Vehicles may not be deployed if they have clearly recognizable body damage of any kind. In this event, spare vehicles are to be used. It is the Contractor’s responsibility to make appropriate arrangements to ensure that these standards are met.

6.9.2.7 Under no circumstances may a Contractor ever permit the scavenging of parts from one vehicle to repair another, for any reason, at any time.
6.9.2.8 SEPTA will provide to the Contractor access to internet-based vehicle maintenance software (see Section 6.10.4.2 – Computer System Requirements) at no cost. A full and complete record of maintenance performed on each vehicle is required. The software shall contain information describing all maintenance activity, parts used, date and time the work was performed and the name of the person who conducted the work. The file must also contain information regarding all warranty repairs. These vehicle records must be maintained by the Contractor and will be reviewed by SEPTA online.

6.9.2.9 Accurate record keeping is essential to ensure the integrity of vehicle maintenance programs. Because of this, SEPTA will consider that any maintenance not documented properly has not been performed.

The Contractor will be required to input all real time records of all vehicle maintenance, repair activity, and odometer readings in the web based SEPTA provided AssetWorks, Inc.’s M5 Fleet Focus Vehicle Maintenance software for every vehicle in their assigned fleet each day.

6.9.3 Vehicle Operability and Equipage requirements

6.9.3.1 Vehicles, lifts and ramps shall meet all federal, state and local regulations and inspection requirements. State Inspection stickers and tags shall be displayed as required. Each lift shall be cycled daily prior to being used in service.

6.9.3.2 All vehicles shall be equipped with operable seat belts and/or wheelchair securements at all seating and wheelchair locations at all times.

6.9.3.3 All vehicles shall be equipped with a functioning horn, an American Red Cross or equal first aid kit, and a fully charged and certified fire extinguisher.

6.9.3.4 Vehicles shall be free of leaks, grime, oil, cracks, breaks, dents and damaged paint when in service.

6.9.3.5 Air conditioning and heat in all vehicles shall be operational. In vans and mini-bus vehicles, front and rear units shall both be operational.

6.9.3.6 Each vehicle shall be equipped with a map of the SEPTA service area, and maps of adjacent areas that the Contractor may travel to/from. The Contractor is responsible to supply all maps.

6.9.3.7 Each vehicle shall have on board at all times current vehicle registration and financial responsibility documentation.
6.9.4 Vehicle Cleanliness

6.9.4.1 The vehicle interior and exterior shall be cleaned, at a minimum, two times per week.

6.9.4.2 If the operating environment leads to vehicles appearing to be dirty, they shall be cleaned more often than twice per week if necessary.

6.9.4.3 All vehicles must undergo a major cleaning a minimum of every 30 days.

6.9.4.4 Vehicle exteriors must be waxed once per quarter.

6.9.4.5 Vehicle upholstery must be cleaned annually or when soiled.

6.9.5 Fleet Turnover

6.9.5.1 SEPTA will work with the Contractor to develop a fleet turnover plan. Under this plan, the Contractor will receive any new vehicles (if applicable), as well as vehicles currently in use by the existing Contractor. The plan will allow for supervised inspection of equipment that will permit the taking of photographs and video footage to document vehicle condition. The Contractor will also be permitted full access to the fleet maintenance records.

6.9.5.2 During the fleet turnover inspection, SEPTA shall inspect and photograph any and all vehicles used in SEPTA service. The results of the pre-service inspection shall be forwarded to the Contractor and shall be permanently attached to each vehicle file. During this inspection, SEPTA will certify whether the new Contractor for SEPTA service may use a vehicle. Only vehicles that have been approved by SEPTA may be used in the provision of SEPTA service.

6.9.5.3 If major deficiencies of any kind are discovered, they will be documented and will become the responsibility of the outgoing Contractor. SEPTA may require either the outgoing or the incoming Contractor to make repairs. If the incoming Contractor is directed to make repairs, said Contractor will be reimbursed for the cost of such repairs.

6.9.6 Inspections

6.9.6.1 All vehicles will be subject to scheduled and unscheduled inspections by SEPTA and must maintain a semi-annual state Inspection sticker (including sedans if a part of fleet). SEPTA must inspect and approve any and all vehicles prior to being used in SEPTA’s service.
6.9.6.2 SEPTA reserves the right to remove any vehicle from the Contractor’s service if it does not meet the requirements of this Section. Removing any vehicle from the Contractor service in no way whatsoever relieves the Contractor from their responsibility to deliver assigned service. This means that Contractors must properly manage their fleet maintenance and repair programs to ensure that they have enough vehicles available to provide service. If Contractors do not manage their fleet adequately, they will be contractually and financially responsible for securing additional vehicles necessary to meet the requirements of this Contract.

6.9.7 Voice Communication System

6.9.7.1 All vehicles in SEPTA’s service will have radios installed by SEPTA. SEPTA is responsible for the provision of voice communication maintenance for all SEPTA-owned voice communications.

6.9.7.2 SEPTA will have the capability to monitor Contractor drivers by data radio during all hours of service.

6.9.7.3 No vehicle will be permitted into SEPTA service with a voice communications (or MAT) that does not operate. The Contractor is required to arrange for voice communications and MAT maintenance through the Control Center.

6.10 Facility and Equipment Requirements

6.10.1 Contractors shall secure a facility to be used as a base of operations for this work. It is recommended that this facility shall be centrally located within the service area. The facility must be of sufficient size to permit comfortable and efficient housing of all operations. The configuration of the physical property of the facility shall be conducive to an efficient weekday morning launch and in no way impact the on-time performance of a vehicle’s first trip. It is preferred that all proposed sites have Comcast high speed internet cabling present to facilitate SEPTA network connectivity. SEPTA will establish a commercial Comcast account, arrange for connection and assume all monthly charges for this service during the term of the contract.
6.10.2 The facility shall, at a minimum, provide the following:

6.10.2.1 A drivers’ break room that can be used for driver pre- and post-trip activity
6.10.2.2 A dispatch office
6.10.2.3 A driver training room
6.10.2.4 Administrative offices
6.10.2.5 A maintenance area with sufficient indoor, heated and properly equipped service bays to allow for repair of all assigned vehicles and the conduct of PA State Inspections [if you propose maintenance to be sub-contracted this is not a requirement].
6.10.2.6 Secure fenced and lighted parking, with a paved or crushed-stone (no shale) parking lot, for all assigned SEPTA vehicles.

6.10.3 The Contractor shall also provide the following equipment and service:

6.10.3.1 One administrative phone line for general calls
6.10.3.2 One SEPTA “hot line” for communication with SEPTA’s operations center
6.10.3.3 One dedicated fax line with fax machine in the dispatch office
6.10.3.4 At least one IBM PC computer or equivalent with the minimum of Microsoft Office 2016 for each Routematch license provided
6.10.3.5 At least one company email account for each staff member designated key personnel;
6.10.3.6 A cellular telephone for the Project Manager, for which SEPTA will have the phone number

6.10.4 Computer Systems Requirements

6.10.4.1 SEPTA will provide trip Routematch TS trip scheduling software under a no-cost lease. The Contractor will receive additional guidance and training with regard to the use of this software.

6.10.4.2 SEPTA will provide an internet-based vehicle maintenance software called AssetWorks, Inc.’s M5 Fleet Focus Vehicle Maintenance software. This software will be available at a no-cost lease to the awarded Contractor to support the SEPTA-owned vehicle maintenance effort.
6.10.4.3 The Contractor must provide a Microsoft Windows compatible computer workstation for each simultaneous trip scheduling software user at the Contractor facility. For this project SEPTA is projecting the need for a minimum of one such workstations. Each workstation shall meet the following minimum specifications:

- **Intel or AMD 2.66GHz or higher**
- **Current version of Mozilla Firefox or Chrome. A minimum of 8 GB RAM**
- **A Gigabit Ethernet network interface card (NIC)**
- **Windows 10 with the latest security and software patches applied**
- **Industry standard video card capable of 16-bit color at 1024x768 resolution**
- **Microsoft Office Professional 2016 or above & Symantec Antivirus**
- **Endpoint protection or anti-malware software that is kept up-to-date**

6.10.4.4 The same specifications are required for all dedicated workstations, including the AssetWorks maintenance workstation noted above.

6.10.4.5 The Contractor must provide a maintenance contract for all computer hardware for the duration of the SEPTA service Contract. SEPTA will not provide maintenance or technical support for any non-SEPTA owned equipment.

6.10.5 SEPTA Hardware/Software Support

6.10.5.1 SEPTA shall provide to each Contractor the following:

6.10.5.1.1 Server hardware and communication link to SEPTA network (Comcast business broadband) and Mobile Android Tablets (wireless local area network aka WLAN).

6.10.5.1.2 Assistance with installation and configuration of hardware and software as these relate to connectivity and the trip scheduling software program, maintenance software, Mobile Android Tablets AVL, voice communication systems and fare validation readers for vehicles used for SEPTA’s CCT service.

6.10.5.1.3 Technical support for any software problems relating to trip scheduling software, customer complaint software (Veritas) or and the vehicle maintenance software.
6.10.5.1.4 Routine maintenance for MAT, AVL and voice communication system components.

6.10.5.1.5 At some point during the duration of this contract SEPTA intends to implement a new Authority-wide fare collection system. The CCT vehicle fleet will be included in this project, known as SEPTA Key. At present, the project is in the final design phase. CCT fare collection will be conceptually similar to that of SEPTA fare collection on fixed route buses. Vehicle operators will have handheld fare validation devices.

6.11 Complaints and Compliments

6.11.1 Because SEPTA places such a high premium on service safety and quality, customer feedback of all kinds is very important and must be used for continuous service improvement. For this reason, SEPTA will be the single point of contact for customer feedback and will relay this feedback to the Contractor via Veritas software.

6.11.2 Compliments received by SEPTA will be noted by SEPTA staff and will be forwarded to the Contractor via Veritas tickets. It is recommended that the Contractor establish some type of high-profile employee recognition program to note and reinforce excellent customer service.

6.11.2.1 As a component of a recognition program, SEPTA would be open to proposals for driver or employee incentives that focus on customer service.

6.11.3 Complaints will be received by SEPTA, documented in the Veritas software and transmitted to the Contractor for investigation and response within 24 hours of receipt.

6.11.4 Each Contractor shall designate a person to receive, review and log complaints (if necessary); and to ensure that all complaints received are investigated and responded to, with a report provided to SEPTA, within five (5) business days. Each Contractor shall use a SEPTA-specified format and database for documenting responses and resolutions. All responses must include the patron’s name and ID number, incident date, nature of the complaint, tour number, driver’s name/number, action taken and response date.

6.11.5 If a customer calls the Contractor directly regarding a complaint or other service concern, the Contractor must immediately forward the call to CCT Customer Service Department for documentation and follow-up. Letters must also be forwarded to the CCT Customer Service Department.
6.11.6 All reports alleging drug or alcohol use received either by SEPTA or Contractor shall be reported to the Control Center Supervisor and faxed to the Chief Operations Officer - CCT at (215) 580-7715 within 15 minutes of receipt, and followed by a fax documenting the complaint.

6.11.7 All reports alleging physical abuse received either by SEPTA or Contractor shall be reported to the Control Center Supervisor and faxed to the Chief Operations Officer - CCT within 15 minutes of receipt.
FEES

ATTACHMENT 3
KEY PERSONS

ATTACHMENT 4
FEDERAL TRANSIT ADMINISTRATION (FTA) PROVISIONS FOR CONTRACTS

ATTACHMENT 5

Section A

Section A - Federal Contract Requirements


A. APPLICABILITY

This article applies to all federally funded if the purchase order is over $3,000; contracts; or subcontracts may involve the international transportation of goods, equipment or personnel by air.

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

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

A. APPLICABILITY

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

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


A. APPLICABILITY

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

B. The Contractor agrees: 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.

A. APPLICABILITY

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

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


A. APPLICABILITY

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

B. The Contractor or agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act and its regulations.

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

A. APPLICABILITY

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

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

(2). The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

A. APPLICABILITY

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

B. (1) Contractor agrees to provide SEPTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

(3). The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until SEPTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

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


A. APPLICABILITY

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

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

A. APPLICABILITY

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

B. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between SEPTA and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

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

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

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

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

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

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

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

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

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

(4) Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
(5) **Disputes** - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and SEPTA, the U.S. Department of Labor, or the employees or their representatives.

**FR-13 Veterans Employment**

**A. APPLICABILITY**

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

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

**FR-14 No Obligation by the Federal Government**

**A. APPLICABILITY**

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

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

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

A. APPLICABILITY

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

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

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

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


A. APPLICABILITY

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

B. The Contractor is required to comply with Government Wide Suspension and Debarment and must include the requirement in all its lower tier covered transactions.
FR-17 Use of Seat Belts (23 U.S.C. §402, Executive Order 13043)

A. APPLICABILITY

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

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


A. APPLICABILITY

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

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


A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

B. The above statutes apply to the underlying Contract

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

A. APPLICABILITY

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

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

(2) DBE Obligation. SEPTA and its contractors agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, SEPTA and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have maximum opportunity to compete for and perform contracts. SEPTA and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts assisted by the Department of Transportation.

FR-22 Incorporation of Federal Transit Administration (FTA) Terms – (FTA Circular 4220.1F)

A. APPLICABILITY

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

B. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this 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.
FR-23 National Intelligent Transportation System Architecture and Standards (ITS)

A. APPLICABILITY

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


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

A. APPLICABILITY

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

B. The Contractor agrees to follow the requirements as set forth in 37 U.S.C. 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements), 49 CFR part 18 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), and 49 CFR part 19 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations with regard to experimental, developmental or research work; rights in data; copyrights; and intangible property.

FR-25 Transit Employee Protective Agreements

A. APPLICABILITY

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

B. The Contractor agrees to comply with the requirements as set forth in 49 U.S.C. 5310 (Formula Grants For Special Needs of Elderly Individuals and Individuals with Disabilities), 49 U.S. 5311 (Formula Grants for Other than Urbanized Areas), 49 U.S.C. 5333 (Labor Standards), and 29 CFR part 215 (Guidelines, Section 5333(b), Federal Transit Law).
FR-26 Texting While Driving and Distracted Driving

A. APPLICABILITY

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

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

FR-27 ADA Access

A. APPLICABILITY

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


1. U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37;


(8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR Part 64, Subpart F and

(9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194; and

(10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609;

(11) Any implementing requirements FTA may issue

END OF SECTION
EEO/AA Contractual Requirements

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

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

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

1. **Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the Contract.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
4. **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by SEPTA or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to SEPTA, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of the Contract, SEPTA shall impose such contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

   b. Cancellation, termination or suspension of the Contract, in whole or in part.

[END OF PAGE]
Restrictions on Lobbying  
(If Contract Sum exceeds $100,000)

1. Certification Requirements

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

2. Disclosure Requirements

a. Each contractor who requests and receives from SEPTA a Federal contract shall file with SEPTA a disclosure form, Standard Form - LLL, "Disclosure of Lobbying Activities," as set forth on pages 41 through 43 of this Contract, if such contractor has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action), which would be prohibited under 49 CFR part 20 if paid for with appropriated funds.

b. Each contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such contractor under paragraph 2.a. of this section. An event that materially affects the accuracy of the information reported includes:

   (1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

   (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

   (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

c. Any person who requests or receives from a contractor referred to in paragraph 2.a. of this section a subcontract exceeding $100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
d. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Contractor referred to in paragraph 2.a. of this section. That contractor shall forward all disclosure forms to SEPTA.

3. Penalties

a. Any person who makes an expenditure prohibited under 49 CFR part 20 shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

b. Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

c. Contractors may rely without liability on the representations made by their Subcontractors in the certification and disclosure form.

4. Cost allowability

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

[END OF PAGE]
<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
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</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/Proposal/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 Contract</td>
<td>c. post award</td>
<td>For Material Change Only:</td>
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<tr>
<td>d. loan</td>
<td></td>
<td>year quarter</td>
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<tr>
<td>e. loan guarantee</td>
<td></td>
<td>date of last report</td>
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<tr>
<td>f. loan insurance</td>
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<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>
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<tbody>
<tr>
<td>Prime</td>
<td></td>
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<tr>
<td>Subawardee</td>
<td></td>
</tr>
<tr>
<td>Tier, if known</td>
<td></td>
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<tr>
<th>Congressional District, if known:</th>
<th>Congressional District, if known:</th>
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<tr>
<th>6. Federal Department/Agency:</th>
<th>7. Federal Program Name/Description:</th>
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<tr>
<td></td>
<td>CFDA Number, if applicable:</td>
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<tr>
<th>8. Federal Action Number, if known:</th>
<th>9. Award Amount, if known:</th>
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<td>$</td>
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<tr>
<th>10. a. Name and Address of Lobbying Entity</th>
<th>b. Individuals Performing Services (including address if different from No. 10a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(if individual, last name, first name, MI):</td>
<td>(Last name, first name, MI):</td>
</tr>
<tr>
<td>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</td>
<td>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</td>
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</tbody>
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<tr>
<th>11. Amount of Payment (check all that apply):</th>
<th>12. Form of Payment (Check all that apply):</th>
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<tbody>
<tr>
<td>$ actual</td>
<td>a. cash</td>
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<tr>
<td>planned</td>
<td>b. in-kind; specify: nature value</td>
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<tr>
<th>13. Type of Payment (check all that apply):</th>
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<tbody>
<tr>
<td>a. retainer</td>
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<tr>
<td>b. one-time fee</td>
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<tr>
<td>c. commission</td>
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<tr>
<td>d. contingent fee</td>
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<tr>
<td>e. deferred</td>
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<tr>
<td>f. other; specify</td>
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<tr>
<th>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:</th>
</tr>
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<tbody>
<tr>
<td>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</td>
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<tr>
<th>15. Continuation Sheet(s) SF-LLL-A attached:</th>
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<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
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<tr>
<th>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.</th>
</tr>
</thead>
</table>

Signature:  
Print Name:  
Title:  
Telephone No:  
Date:  

Federal Transit Administration (FTA) Provisions For Contracts
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Contracts, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. Enter the most appropriate Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Contracts, loans, and loan commitments.

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 4 to influence the covered Federal action. 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 Service (0348-0046), Washington, D.C.20503.
Certification Regarding Lobbying

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: ____________________________

Company Name: ____________________________

Title: ____________________________

Date: ____________________________

[END OF SECTION]
COMMONWEALTH OF PENNSYLVANIA CONTRACT REQUIREMENTS

ATTACHMENT 6
Commonwealth of Pennsylvania Contract Requirements

DEFINITIONS:

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

SR-1 Nondiscrimination/Sexual Harassment Clause.

A. APPLICABILITY

This article applies to all purchase orders and contracts.

B. The contractor agrees:

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

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

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

Any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
Each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. Each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. Any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by SEPTA, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

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

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

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

**SR–2  ADA Provision**

**A. APPLICABILITY**

This article applies to all purchase orders and contracts.
B. During the term of this Agreement, the Contractor agrees as follows:

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

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

SR–3 Contractor Integrity Provisions.

A. APPLICABILITY

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

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

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

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

“Contractor” means the individual or entity, that has entered into this contract with SEPTA.

“Contractor Related Parties” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, SEPTA’s Board
“Financial Interest” means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

“Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

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

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

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

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

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

Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to SEPTA in writing and SEPTA consents to Contractor’s financial interest prior to SEPTA’s execution of the contract. Contractor shall disclose the financial interest to SEPTA at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor’s submission of the contract signed by Contractor.
Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S.§13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor’s Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a SEPTA officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the SEPTA contracting officer or SEPTA’s Office of the Inspector General in writing.
Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify SEPTA in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse SEPTA for the reasonable costs of investigation incurred by SEPTA's Office of the Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and SEPTA that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

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

For violation of any of these Contractor Integrity Provisions SEPTA may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with SEPTA and the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
SR-4 Contractor Responsibility.

A. APPLICABILITY

This article applies to all purchase orders and contracts.

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

SR–5 Retainage

A. APPLICABILITY

This article applies to all construction purchase orders and contracts.

B. SEPTA may withhold an amount not to exceed ten (10%) percent of SEPTA’s portion of net Project cost of this Agreement to ensure substantial completion by the contractor of the Project. SEPTA may at any time release any portion of any such retainage if, in the opinion of SEPTA, the contractor has substantially completed sufficient portions of the Project to justify such payments.

SR–6 Steel Products

A. APPLICABILITY

This article applies to all purchase orders and contracts.

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

Contractor shall insert this requirement as a special condition for any subcontract awarded in the performance of the Project.
SR-7  Diverse Business Participation for Non-Federally-Funded Projects

A. APPLICABILITY

This article applies to all purchase orders and contracts.

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

SR–8 Right To Know

A. APPLICABILITY

This article applies to all purchase orders and contracts.

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

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

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

1. Provide SEPTA, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Subgrantee’s or Contractor’s possession arising out of this Agreement that SEPTA reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as SEPTA may reasonably request, in order to comply with the RTKL with respect to this Agreement.

If Subgrantee or Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Subgrantee or Contractor considers exempt from production under the RTKL, Subgrantee or Contractor must notify SEPTA and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Subgrantee or Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
SEPTA will rely upon the written statement from Subgrantee or Contractor in denying a RTKL request for the Requested Information unless SEPTA determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should SEPTA determine that the Requested Information is clearly not exempt from disclosure, Subgrantee or Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of SEPTA’s determination.

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

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

Subgrantee or Contractor may file a legal challenge to any SEPTA decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Subgrantee or Contractor shall indemnify SEPTA for any legal expenses incurred by SEPTA as a result of such a challenge and shall hold SEPTA harmless for any damages, penalties, costs, detriment or harm that SEPTA may incur as a result of Subgrantee’s or Contractor’s failure, including any statutory damages assessed against SEPTA, regardless of the outcome of such legal challenge. As between the parties, Subgrantee or Contractor agrees to waive all rights or remedies that may be available to it as a result of SEPTA’s disclosure of Requested Information pursuant to the RTKL.

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

[END OF SECTION]
DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

ATTACHMENT 7
Disadvantaged Business Enterprise (DBE) Participation solicitation and contract provisions pursuant to U. S. Department of Transportation regulations (Title 49 CFR part 26), FTA Circular 4716.1A, and SEPTA Policy are provided in this Section.

A. **DBE CONTRACT GOALS**

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

**DBE Goal:** 5% of the total dollar value of the Contract Sum.

B. **DEFINITIONS**

1. "**Affiliation**" has the same meaning the term has in the Small Business Administration regulations, 13 CFR part 121:

   (a) Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:

   (1) one concern controls or has the power to control the other; or
   (2) a third party or parties controls or has the power to control both; or
   (3) an identity of interest between or among parties exists such that affiliation may be found.

   (b) In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE program.

2. **“Contract Sum”** means total contract price, including any change orders and amendments.

3. "**Disadvantaged Business Enterprise**" or "**DBE**" means a for-profit small business concern (a) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individual(s); and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it and is certified as such by SEPTA’s DBE Program Office or by Pennsylvania’s Unified Certification Program (PAUCP).
4. "Joint Venture" means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct clearly defined portion of the work to be performed by the joint venture and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest (see paragraph D.5. below).

5. "Small Business Concern" means a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121), that also does not exceed the following size determinations:

   (a) to be an eligible DBE, a firm (including its affiliates) must be an existing for-profit small business, as defined by Small Business Administration (SBA) standards found in 13 CFR part 121 appropriate to the type(s) of work the firm seeks to perform in DOT-assisted contracts.

   (b) In addition to the requirements of (a) above, a firm must also meet the annual gross receipts requirements defined in SBA regulations 13 CFR §121.402

6. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

   (a) Any individual which SEPTA finds to be a socially and economically disadvantaged individual on a case-by-case basis.

   (b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

      (i) "Black Americans" which includes persons having origins in any of the Black racial groups of Africa;
      (ii) "Hispanic Americans" which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
      (iii) "Native Americans" which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
      (iv) "Asian-Pacific Americans" which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
      (v) "Subcontinent Asian Americans" which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
      (vi) Women;
      (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
C. **SUBMISSION REQUIREMENTS**

1. The Proposer, using the attached DBE Participation Schedule, is required to submit the requisite information on a properly executed Participation Schedule with the submission of their Technical Proposal for each proposed DBE subconsultant/supplier and include the following:

   (a) The name and address of the DBE firm that will participate in the Contract;
   (b) A description of the work that the DBE will perform;
   (c) The percentage of participation for the DBE firm participating.

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

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

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

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

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

3. The requirements of this section also apply to DBE Proposers for prime contracts. In determining whether a DBE Proposer for a prime contract has met a Contract goal, the work the DBE has committed to perform with its own forces as well as the work it has committed to be performed by DBE subconsultants and DBE suppliers will be counted.

4. SEPTA's DBE Program Office will provide upon request SEPTA's DBE Directory. The DBE Directory is revised on a continual basis; i.e., at least weekly, and identifies all firms eligible to participate as DBEs in SEPTA's program. Additionally, interested persons can obtain access to a state-wide combined directory through SEPTA’s membership in the Pennsylvania Unified Certification Program (PAUCP) at [http://www.paucp.com](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 subconsultant 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 subconsultant 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 supplanting 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 subconsultant toward the prime contractor's DBE achievements until the amount being counted toward the goal has been paid to the DBE.
E. **DETERMINATION OF DBE RESPONSIBILITY**

1. SEPTA will only award a contract with a DBE goal to a Proposer who meets the participation goal or makes good faith efforts to meet it. A Proposer must do either of the following things:

   (a) Documents that it has obtained sufficient DBE participation to meet the goal; or

   (b) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining sufficient DBE participation to do so.

2. In determining whether a Proposer has made good faith efforts to meet the DBE Goal, SEPTA will look at the documentation supporting the different kinds of efforts that the Proposer has made, as well as the quantity and intensity of those efforts. As requested by SEPTA's DBE Program Office, a Proposer shall be required to submit in writing the efforts undertaken to demonstrate the Proposer's good faith efforts to obtain DBE participation for this Contract. At a minimum, the Proposer's written statement shall include the following information, as well as address the steps specified in 49 CFR, part 26, Appendix A, IV - Guidance Concerning Good Faith Efforts:

   (a) Whether the Proposer attended any pre-bid meetings that were scheduled by SEPTA to inform DBEs of contracting and subcontracting opportunities;

   (b) Whether the Proposer advertised in general circulation, trade association, and minority focus-media concerning the subcontracting opportunities;

   (c) Whether the Proposer provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;

   (d) Whether the Proposer followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;

   (e) Whether the Proposer selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE Goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

   (f) Whether the Proposer provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;

   (g) Whether the Proposer negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
Disadvantaged Business Enterprise (DBE) Requirements

(h) Whether the Proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by SEPTA or the proposer; and

(i) Whether the Proposer effectively used the services of available DBE community organizations, DBE contractors' groups, local, State and Federal DBE business assistance offices, and other organizations that provide assistance in recruitment and placement of DBEs.

3. If SEPTA determines that the apparent successful Proposer has failed to meet the requirements specified in paragraph E.1. above, SEPTA will provide upon receipt of written request from the Proposer an opportunity for administrative reconsideration:

(a) As part of this reconsideration, the Proposer will have the opportunity to provide additional written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

(b) SEPTA's decision on reconsideration will be made by an official who did not take part in the original determination that the Proposer failed to meet the goal or make adequate good faith efforts to do so.

(c) The Proposer will have the opportunity to meet in person with SEPTA's reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

(d) SEPTA will send the Proposer a written decision on reconsideration, explaining the basis for finding that the proposer did or did not meet the goal or make adequate good faith efforts to do so.

(e) The result of the reconsideration process is not administratively appealable to the Department of Transportation.

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

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

G. REPORTING AND RECORDKEEPING REQUIREMENTS

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

1. Upon execution of its SEPTA contract, the Contractor shall enter into written subcontract agreement(s) with the DBE(s) listed in its DBE Participation Schedule(s). Copies of the Contractor’s executed subcontract agreement(s) with DBEs shall be provided to SEPTA’s DBE Program Office by the Contractor immediately upon execution.

2. The Contractor shall submit a work schedule outlining when the DBE subcontractor(s) will commence and complete work on the project, at such times as prescribed by SEPTA’s DBE Program Office.

3. The Contractor shall keep a regular accounting of actual expenditures of funds made under all contract and subcontract agreements with DBEs; specifically, an accounting of the actual amount of DBE expenditures for each contract. The Contractor shall submit a DBE Invoice Payment Report to SEPTA with each invoice or request for payment from SEPTA.

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

5. The Contractor and subcontractor(s) shall permit access to their books, records and accounts by SEPTA (or its designated representative) or the Federal Transit Administration (FTA) for the purpose of investigation to ascertain compliance with these specified requirements. Such records shall be maintained by the Contractor in a fashion which is readily assessable to SEPTA and/or the FTA for a minimum of five (5) years following completion of this Contract.

6. With regard to any claim or dispute with respect to payment of a subcontractor at any tier, Contractor expressly agrees to defend, indemnify and hold SEPTA harmless in the event any suit is brought on account of a dispute between any of the parties including but not limited to subcontractor(s), supplier(s) and material men and in particular, Contractor shall assume the defense affirmatively at its sole cost whenever such suit is brought in any jurisdiction.
H. **SANCTIONS FOR VIOLATIONS**

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

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

2. The termination or cancellation of the Contract, in whole or in part, unless the Contractor is able to demonstrate to SEPTA's satisfaction, within a reasonable time period as designated by SEPTA, its compliance with the terms of this Section; and

3. The denial of the Contractor of the right to participate in any further contracts awarded by SEPTA for a period not longer than three (3) years.

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

I. **MISCELLANEOUS**

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

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION SCHEDULE**

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

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

**PROJECT NAME:** Operation of ADA Paratransit Services in Montgomery County

**PROPOSAL NO.:** RFP # 19-00219-ARLW

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

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### TABLE II. MATERIAL/SUPPLIES TO BE PURCHASED FROM “REGULAR DEALERS”

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

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

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

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

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

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1. **See Section D. “Determination of Percentage of DBE Participation” for discussion of types of participation and credit given toward achieving the DBE Goal.**
2. **This must be expressed as a percentage of the Proposer’s total maximum price to SEPTA.**

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**Disadvantaged Business Enterprise (DBE) Requirements**

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

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<td>PROJECT NAME:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONTRACT NUMBER:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PURCHASE ORDER NUMBER:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FOR SEPTA’S USE ONLY
Contractor’s Application for Payment

- APPROVED
- REJECTED
- ITEM(S) DISALLOWED (specify): 

<table>
<thead>
<tr>
<th>PART I: CONTRACT INFORMATION</th>
<th>PART II: DBE INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Sum:</td>
<td>Original DBE Subcontractor(s) Sum:</td>
</tr>
<tr>
<td>Net Change by Change Order:</td>
<td>Net Change by Change Order:</td>
</tr>
<tr>
<td>Contract Sum to Date:</td>
<td>DBE Subcontractor(s) Sum to Date:</td>
</tr>
<tr>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Billed to Date:</td>
<td>Total Invoices Submitted for</td>
</tr>
<tr>
<td>Retainage:</td>
<td>DBE Payment to Date:</td>
</tr>
<tr>
<td>0.00%</td>
<td>Retainage:</td>
</tr>
<tr>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Billed to Date Less Retainage:</td>
<td>Total Invoices Submitted for DBE</td>
</tr>
<tr>
<td></td>
<td>Payment to Date Less Retainage:</td>
</tr>
<tr>
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</tr>
<tr>
<td>Total Previous Invoices Submitted:</td>
<td>Total Previous Invoices Submitted</td>
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<tr>
<td>Less Retainage:</td>
<td>Less Retainage:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Current Amount Due:</td>
<td>Current DBE Payment Due:</td>
</tr>
<tr>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</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: 
(type or print) 

Title: 
(type or print) 

Date: 

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

**PROJECT NAME:** Operation of ADA Paratransit Services in Montgomery County

**RFP NO.:** RFP # 19-00219-ARLW

### 1. WORK/SERVICES TO BE PERFORMED BY SUBCONSULTANTS

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>CONTACT PERSON, BUSINESS ADDRESS, TELEPHONE NUMBER</th>
<th>DESCRIPTION OF WORK/SERVICES TO BE PERFORMED / MATERIAL TO BE SUPPLIED</th>
<th>TOTAL PARTICIPATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td>Contact:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>Tele. No.:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Firm Name:</td>
<td>Contact:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>Tele. No.:</td>
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<td>Contact:</td>
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</tr>
<tr>
<td>Address:</td>
<td>Tele. No.:</td>
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<td>Tele. No.:</td>
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<tr>
<td>Firm Name:</td>
<td>Contact:</td>
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<tr>
<td>Address:</td>
<td>Tele. No.:</td>
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<tr>
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<td>Contact:</td>
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</tr>
<tr>
<td>Address:</td>
<td>Tele. No.:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Type or Print all information)

**Name of Proposer:** ________

(type or print)

**Tele. No.:** ________

**Email:** ________

**Contact:** ________

(type or print)

**Title:** ________

**Signature:** ________

(type or print)

**Date:** ________
MUST BE PROVIDED ON PROPOSER’S OFFICIAL LETTERHEAD

RE:  DBE PARTICIPATION - COMMITMENT/CONFIRMATION
SEPTA RFP No.  RFP # 19-00219-ARLW
Project Name:  Operation of ADA Paratransit Services in Montgomery County

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

<Provide a Detailed Description of the Services and/or Materials/Supplies* to be furnished by the named DBE Firm>.  For approximately $<$$,$$>$, or xx% of the total contract.

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

Proposer’s Representative Name/Title (please type or print)  Signature  Date

DBE Firm’s Representative Name/Title (please type or print)  Signature  Date
SEPTA Solicitation Statistics
Disadvantaged Business Enterprise (DBE) Requirements

SEPTA SOLICITATION STATISTICS

Dear Contractor/Consultant/Subcontractor/Subconsultant:

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

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

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

<table>
<thead>
<tr>
<th>Firm Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Address:</td>
</tr>
<tr>
<td>Description of Services:</td>
</tr>
<tr>
<td>NAICS Code:</td>
</tr>
<tr>
<td>Status:</td>
</tr>
<tr>
<td>Month/Year firm established:</td>
</tr>
</tbody>
</table>

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

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

Annual Gross Receipts of the Firm: (check one)

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

Project Name: ____________________________ Bid Number: _______________________

Name (Type or Print): ____________________________ Date: _______________________

Title: ____________________________

Signature: ____________________________ Telephone No.: (_____) _______________________

Email Address: ____________________________ Facsimile No.: (_____) _______________________

Rev 092410
LEASE AGREEMENT FOR PARATRANSIT VEHICLES

ATTACHMENT 8
LEASE AGREEMENT BY AND BETWEEN
SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY AND
_______________________________________________,
FOR PARATRANSIT VEHICLES FOR THE OPERATION OF ADA PARATRANSIT
SERVICES IN MONTGOMERY COUNTY

THIS LEASE AGREEMENT ("Lease") for paratransit vehicles is made on this _____ day of ____________________, 2020, by and between the Southeastern Pennsylvania Transportation Authority ("SEPTA"), a body corporate and politic which exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof with its principal office located at 1234 Market Street, 10th Floor, Philadelphia, PA 19107-3780, and ___________________________________ ("Contractor"), a __________________________ organized under the laws of ___________________________________ with its principal office located at ___________________________________.

WITNESSETH:

WHEREAS, on _________________________, 2020, SEPTA and Contractor entered into an agreement by which Contractor will provide ADA paratransit services on behalf of SEPTA ("Agreement"); and

WHEREAS, pursuant to the Agreement, SEPTA will lease to Contractor the vehicles (individually "Vehicle", collectively "Vehicles") that are identified in Attachment A - List of Vehicles, which is attached hereto and incorporated by reference; and

WHEREAS, SEPTA and Contractor enter into the Lease under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do hereby covenant and agree as follows:

1. Incorporation Of Recitals And Attachment.
   a. The recitals above are hereby incorporated herein as if set forth in full.
   b. The document identified below is attached to the Lease and is deemed to be a part hereof:

      Attachment A: List of Vehicles.

2. Lease Of Vehicles.
   a. SEPTA hereby leases the Vehicles to Contractor and Contractor hereby leases the Vehicles from SEPTA pursuant to the terms and conditions of the Lease.
b. SEPTA may add Vehicles to those listed in Attachment A and may delete Vehicles that are listed in Attachment A. Vehicles that are added to those listed in Attachment A shall be subject to the terms and conditions of the Lease. Vehicles that are deleted from those listed in Attachment A will no longer be subject to the terms and conditions of the Lease once the Vehicles are returned to the possession of SEPTA.

3. Rental.

Contractor shall pay to SEPTA rental of $1.00 for the term of the Lease and said rental will cover all Vehicles. SEPTA acknowledges that Contractor paid the rental.

4. Term.

The term of the Lease shall run concurrently with the term of the Agreement and shall terminate upon the termination or expiration, for whatever reason, of the Agreement.

5. Delivery Of Vehicles And Equipment.

SEPTA will deliver the Vehicles and Equipment (defined in § 7 hereof) to a location that Contractor designates. Within three business days after delivery to Contractor, Contractor must inspect the Vehicles and Equipment and give to SEPTA written notice of any defect in a Vehicle and/or Equipment. Unless Contractor gives such written notice to SEPTA within the time set forth in the last sentence, the parties conclusively acknowledge that Contractor accepted without qualification the Vehicles and Equipment delivered three business days before.


a. Contractor shall be responsible at its own expense for (i) providing all necessary preventative, corrective and running maintenance to the Vehicles throughout the term of the Agreement and Lease; and (ii) keeping the Vehicles in good working order in accordance with all manufacturer’s recommended maintenance practices and procedures, Pennsylvania’s state inspection regulations and any requirements that SEPTA imposes. All repairs, parts, mechanisms and devices furnished or affixed to the Vehicles become the property of SEPTA.

b. Contractor may not delegate to any other person, firm or corporation its duty and responsibility to repair, clean and maintain the Vehicles and rebuild and replace components of the Vehicles except with the written prior approval of SEPTA.

c. Contractor at its own expense shall provide all fuel, lubricants, tires, parts and components required for the safe operation of the Vehicles.
d. Contractor shall become SEPTA’s designated warranty agent for all Vehicles. Contractor shall be responsible for insuring that the manufacturers of the Vehicles and components thereof provide all work and parts that are covered under pertinent warranties. Following the expiration of a warranty period, Contractor will comply with the service and maintenance guidelines that the Vehicle’s manufacturers recommend or require.

e. The Vehicles shall remain configured exactly as delivered to Contractor. All parts and materials used for repair of Vehicles shall meet or exceed manufacturer’s original specifications. All fuels, lubricants and fluids shall meet or exceed the manufacturer’s recommendations.

f. SEPTA reserves the right to take custody of a Vehicle from the Contractor in order to perform necessary repairs thereon that Contractor did not perform in accordance with the Lease. SEPTA shall deduct from payments due to Contractor under the Agreement the costs that SEPTA incurred for such repairs. Removing a Vehicle from Contractor for the performance of repairs will not relieve Contractor from the possible assessment of liquidated damages under the Lease or Agreement.

g. Contractor shall verify to SEPTA, within seven days of the receipt of a written request from SEPTA, that all Vehicles have been maintained properly.

7. Equipment.

a. SEPTA will install at its own expense on each Vehicle a mobile data terminal, two-way radio and other components and equipment (individually and collectively, “Equipment”).

b. SEPTA will maintain the Equipment at SEPTA’s own expense during the term of the Lease. Contractor will provide reasonable access to SEPTA in order for SEPTA to perform maintenance on the Equipment. SEPTA is not liable for loss, theft or damage to the Equipment.


Upon the termination of the Lease for any reason Contractor shall return to SEPTA the Vehicles and Equipment in good working order.


Upon Contractor’s taking of possession of a Vehicle and Equipment, risk of loss for the Vehicle and its Equipment shifts to Contractor.
10. Loss, Theft And Damage.

   a. Contractor shall promptly notify SEPTA of the loss of, theft of, destruction of or damage to a Vehicle while the Vehicle is in the possession of Contractor. In the event of the loss of, theft of or damage to a Vehicle, Contractor shall at SEPTA’s option (i) pay to SEPTA the costs that SEPTA incurs to return the Vehicle to a state of good repair, condition and working order; or (ii) if SEPTA determines that the Vehicle is lost, destroyed or damaged beyond repair, pay to SEPTA the loss value of the Vehicle, as determined by SEPTA, within 30 days of receipt of written notice from SEPTA of the determination.

   b. Contractor shall promptly notify SEPTA of the loss of, theft of, destruction of or damage to Equipment while the Equipment is in the possession of Contractor. In the event of the loss of, theft of or damage to Equipment, Contractor shall at SEPTA’s option (i) pay to SEPTA the costs that SEPTA incurs to return the Equipment to a state of good repair, condition and working order; or (ii) if SEPTA determines that the Equipment is lost, destroyed or damaged beyond repair, pay to SEPTA the loss value of the Equipment, as determined by SEPTA, within 30 days of receipt of written notice from SEPTA of the determination.

   c. “Loss value” of a Vehicle and/or Equipment means the fair market value thereof immediately before the loss, theft, destruction or damage thereto.

11. Insurance.

Contractor shall maintain insurance for all Vehicles in accordance with the terms of the Agreement.


Contractor, intending to be legally bound, hereby remises, releases and forever quit claims and discharges SEPTA including, but not limited to, its Board members, employees, servants, officers, agents, workers, contractors, subcontractors, consultants, licensees, invitees, successors and assigns, even if SEPTA is negligent in whole or in part, from and against any and all claims, losses, demands, damages, suits, liabilities, consequential damages (including lost profit and lost revenue), charges, penalties, fines, settlement payments or expenses (including, but not limited to, the fees and costs incurred for attorneys and other professionals), whether known or unknown, accrued or unaccrued, or suspected or unsuspected, relating to, in connection with, or arising out of bodily injury, sickness, disease or death, loss of income, loss of property, loss of use of property, or damage to or destruction of property (including property of third parties) arising from the Lease and/or Contractor’s operation, maintenance, repair or use of the Vehicles.
13. Indemnification.

In addition to all obligations of indemnification specified in the Agreement, Contractor will fully release and defend, indemnify and hold harmless SEPTA including, but not limited to, its Board members, employees, servants, officers, agents, workers, contractors, subcontractors, consultants, licensees, invitees, successors and assigns, even if SEPTA is negligent in whole or in part, from and against any and all claims, demands, actions, suits, losses, costs, damages, liabilities, including, but not limited to, 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 but not limited to negligence, that may be committed by or asserted against SEPTA and/or any or all of the aforementioned by reason of any accident, loss or damage to property or injury to any person or persons including, but not limited to, employees of SEPTA and Contractor that may occur either before or during the term of the Lease, or upon or after its completion, arising from the Lease and/or Contractor’s operation, maintenance, repairs or use of the Vehicles, its officers, subcontractors of any tier and/or their agents, servants, workers or employees or any other persons working on their behalf, whether brought directly by any person or by anyone claiming under or through them including, but not limited to, subrogees, personal representatives, heirs, dependents or estates.

Contractor also agrees for itself and on behalf of its agents, servants, subconsultants/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 subconsultants/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, workers, contractors/consultants, subconsultants/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, even if SEPTA is negligent in whole or in part, for any claims made by an employee, Board member, officer, agent, workman or servant of the 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).
Contractor shall be expressly liable for any and all injuries (including death) to person’s including, but not limited to, SEPTA’s employees, Contractor’s employees, or damage to property of whatever kind or nature, resulting directly or indirectly, by reason of any act or omission on the part of SEPTA, its Board members, officers, agents, indemnities, servants and/or employees, the Contractor, including its employees, agents contractors, licensees and invitees in connection with its performance under the Lease.

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.

14. No Modification.

The parties hereto intend that this writing be the final expression of their agreement and the complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of the Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of the Lease. No representations, understandings or agreements have been made or relied upon in the making of the Lease other than those specifically set forth herein. The Lease can be modified only by a writing signed by the party against whom the modification is enforceable.

15. Assignment Of Rights; Delegation Of Duties.

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

b. Contractor shall not delegate any duty to be performed under the Lease without prior written consent of SEPTA.

c. Any attempt by Contractor to make any assignment transfer or delegation without SEPTA’s prior written consent shall give SEPTA the right to terminate the Lease with no further obligation to Contractor or anyone to whom Contractor has attempted to assign, transfer, or delegate rights or obligation under the Lease.

16. Performance During Disputes.

Unless otherwise directed in writing by SEPTA, Contractor will continue performance under the Lease while matters in dispute are being resolved.
17. Compliance With Federal, State And Local Laws.

Contractor shall comply at its sole cost and expense with all applicable laws, ordinances, and regulations of federal, state and local governments.


Any notice, payment, demand, approval or consent given or required to be given under the Lease shall be in writing and shall be deemed to have been given if sent or hand delivered to the addressee set forth below.

If to SEPTA: AGM, Procurement, Supply Chain & DBE Division
Southeastern Pennsylvania Transportation Authority
1234 Market Street, 11th Floor
Philadelphia, PA  19107-3780

with copy to: Director, Service Operations
Customized Community Transportation Department
SEPTA
1234 Market Street, 4th Floor
Philadelphia, PA  19107-3780

If to Contractor: _________________________  
_________________________  
_________________________  

19. Governing Law, Forum Selection, And Consent To Jurisdiction.

All matters or claims arising out of, related to, or in connection with the Lease 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 Lease or relationship between the parties shall be solely and exclusively brought, maintained, resolved, and enforced in the state or federal courts that are 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 that Contractor may have under any such rules or law. Contractor hereby expressly consents to the jurisdiction of the state and federal courts that are located in the City of Philadelphia and hereby expressly and irrevocably waives any objection that Contractor may have or hereafter may have (i) to jurisdiction or venue in the state and federal courts that are located in the City of Philadelphia and (ii) to 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.
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed the Lease by their duly authorized officers or representatives, as of the date first above written.

Southeastern Pennsylvania Transportation Authority, SEPTA

By: ______________________________

LESLIE S. RICHARDS
GENERAL MANAGER

[Name of Contractor],
Contractor

By: ______________________________

_______________________________
(Print name and title)

Attest:

By: ______________________________

CAROL R. LOOBY
SECRETARY TO THE BOARD

_______________________________
(Print name and title)

Seal

Approved as to form

By: ______________________________

Office of the General Counsel
of SEPTA
LIST OF VEHICLES

ATTACHMENT A
### RFP # 19-00219-ARLW - Operation of ADA Paratransit Services in Montgomery County

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>6212</td>
<td>2014 CEQ METROLITE</td>
<td>Ambulatory</td>
<td>19X84-AMB</td>
<td>12</td>
<td>0</td>
<td>194,778</td>
<td>206,518</td>
<td>Gas</td>
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<tr>
<td>6213</td>
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<td>12</td>
<td>0</td>
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<td>Gas</td>
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<td>121,734</td>
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<td>Gas</td>
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<td>116,981</td>
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<td>Gas</td>
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<td>114,521</td>
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<td>90,365</td>
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<td>205,865</td>
<td>227,583</td>
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<td>2020</td>
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</table>

Total Vehicle Count: 33
ATTACHMENT 9

SEPTA EEO/AA CONTRACTUAL REQUIREMENTS
SEPTA EEO/AA Contractual 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 Attachment, 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 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 clause 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 paragraph 1 through 8 in every subcontract or purchase order so that such provisions shall be binding upon each subconsultant or vendor. The Contractor will take such action with respect to any subcontract or purchase order as SEPTA may direct as a means of enforcing such provisions, including sanctions for noncompliance.

8. The Contractor shall have an Affirmative Action Plan declaring that it does not discriminate on the basis of race, color, religion, creed, national origin or sex and specifying minority and female goals to assure implementation of the Plan.

[END OF SECTION]