CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
CLEAN AGENT FIRE SUPPRESSION SYSTEMS’ SERVICES FOR FOUR YEARS

PROJECT 21-00076-APQC
INSTRUCTIONS TO BIDDERS

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

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

2. **Firm Bids**

   Each bid submitted shall remain firm for at least ninety (90) days from the date of the Bid Opening and may not be withdrawn in whole or in part during that time.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

3. **Complete Price**

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

4. **Basis of Award**

   An award, if any will be to the lowest responsive, responsible bidder excluding any cash discount offered for the total of all item(s) listed in the electronic Procurement System (ePS) electronic bid (eBid) form per Specifications, if applicable, as deemed in the best interest of SEPTA. Any contract(s) to be awarded will be awarded to the RESPONSIBLE BIDDER(S) submitting the LOWEST RESPONSIVE BID or COMBINATION of BIDS. In considering alternates the following will prevail:

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

   b. Where alternates (additive or deductive) are required to be bid and such alternates may be selected by SEPTA as part of the performance under the contract, the award(s), if one is made, shall be made to the responsible bidder submitting the lowest BASE BID (price without consideration of alternates). However, award of work for alternates may only be made to the bidder submitting the lowest BASE BID if the total of the BASE BID and the bid for such alternate or alternates, is the lowest bid submitted. If the bidder submitting the lowest BASE BID is not the lowest bidder for the total BASE BID plus alternate, or alternates, no alternates shall be awarded.
c. Responsiveness. A responsive bid is one, both as to form and substance, which conforms to all the essential terms and conditions of the Invitation and in which the work/material offered meets the specifications in all essential respects. SEPTA reserves the right to waive minor informalities or irregularities whenever it is to the advantage of SEPTA to do so.

d. Responsibility. SEPTA will only award a contract to a firm which it has determined to be responsible. The Bidder shall furnish adequate documentation, as determined by SEPTA, within five (5) days of receipt of SEPTA's written request to permit SEPTA to determine the responsibility of bidder. A responsible bidder is one which meets the following standards:

1. **Integrity and Ethics** - Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. section 5325(j) (2) (A);

2. **Debarment and Suspension** – Is neither debarred nor suspended from Federal programs under DOT regulations, “Nonprocurement Suspension and Debarment,” 2CFR Parts 180 and 1200, or under FAR at 48CFR Chapter 1 Part 9.4 or any Commonwealth of Pennsylvania funded programs;

3. **Affirmative Action and DBE** – Is in compliance with the Common Grant Rules’ affirmative action and DOTs’ Disadvantaged Business Enterprise requirements, 49 CFR part 26;

4. **Public Policy** – Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325 (j) (2) (B) and Commonwealth of Pennsylvania public policies;

5. **Administrative and Technical Capacity** – has the necessary organization, experience, accounting, and operational controls and technical skills, or the ability to obtain them in compliance with 79 U.S.C Section 5325 (j) (2) (D);

6. **Licensing and Taxes** – Is in compliance with applicable licensing and tax laws and regulations;

7. **Financial Resources** – has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325 (j) (2) (D);

8. **Production Capability** – Has, or can obtain, the necessary production, construction and technical equipment and facilities;

9. **Timeliness** – Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

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

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

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

As to the sales tax imposed by the Commonwealth and some municipalities, bidder is directed to the provisions in Pennsylvania law found at 72 P.S. 72 §7201 et seq. SEPTA makes no representation that these statutes are the only relevant statutes that apply to this Invitation.

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

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

The work must be completed within the timeframe outlined by the bid schedule.

7. **Bid Security** – Not Used

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

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

9. **Addenda**

The contents of all addenda to bidders are to be incorporated in the bid and will become part of the Bidding and/or Contract Documents. Revisions to the Bid Opening date and time (Deadline), if any, will be noted on the said addenda.

10. **Site Inspections** – Not Used

11. **Subcontractor's Listing**

Bidders, as part of their bids, are to submit a subcontractors’ list where indicated on the eBid Form. SEPTA reserves the right, prior to award, to approve or disapprove all subcontractors, who will be hired to perform portions of the work. Apparent low bidder must submit to SEPTA the list of their proposed subcontractors within five (5) days of the bid opening utilizing the Subcontractor/Supplier Participation Schedule. The awardee must also provide SEPTA with an updated subcontractors list if any changes are made during the course of the project, within five (5) days of any respective changes.
12. **Or Equals**

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

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

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

13. **eBid Package**

The ePS eBid Package that will be submitted to SEPTA must include the following and to be considered responsive:

a. Signed Bid Acknowledgement Form (if applicable).

b. Executed Response Forms

14. **Contract**

Upon "Notice of Intent to Award", the bidder should execute and submit one (1) copy of the Agreement (pages 1 through 100) and all of its Exhibits and, if applicable, Special Conditions.

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

15. **Non-Collusion Requirement**

In the event bidder is deemed the lowest responsive bidder, the bidder hereby agrees to sign a Non-Collusion Affidavit if requested by SEPTA, in form acceptable to SEPTA prior to the award, if any, of the contract. A sample Affidavit of Non-Collusion is included in the Bid Forms.

16. **Construction Subcontracting Requirements**

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

**Suspension and Debarment**

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

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

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

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

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

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

All Bidders are required to complete a SEPTA Solicitation Statistics Survey for themselves and each of their DBE and non-DBE bidders in accordance with 49 CFR part 26.11. The form is to be completed by an officer legally authorized to bind the Bidder to a Contract and shall be submitted to SEPTA within five (5) days of the bid opening.

20. **Steel Products Act – Not Used**

21. **Certification Regarding Lobbying**

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

22. **Buy America Provision - Not Used**
23. **Certification Regarding Compliance with Immigration Reform and Control Act of 1986**

By signing and submitting a bid, the bidder agrees to furnish the Certification Regarding Compliance with Immigration Reform and Control Act of 1986 in compliance with the requirements stated in 8 U.S.C. §1324 (a). The signed Certification may be submitted concurrent with the submission of the Bid Forms. If the Certification is not submitted along with the Bid Forms, it shall be submitted within five (5) days of bid opening, unless SEPTA grants, in writing, an extension.

24. **Furnishing of Bonds – Not Used**

25. **Rights Reserved**

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

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

26. **Single Bid Response**

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

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

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

27. **Certified Payroll Submission – Not Applicable**

28. **A Bid/Proposal Protest Procedure:**

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

1.0 PURPOSE

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

2.0 DEFINITIONS

2.1 "Interested Party" means any bidders/proposers.

2.2 "days" means business days.

2.3 “Filed” means the date of receipt by The Office of SEPTA’s Assistant General Manager of Procurement, Supply Chain & DBE or his/her designee (hereinafter Assistant General Manager of Procurement, Supply Chain & DBE).

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

2.5 “Presumptive Contractor” means the bidder/proposer that is in line for award of the contract in the event that the protest is denied.

2.6 “Protestant” is an Interested Party who is aggrieved in connection with the solicitation or award of a contract and who files a protest.

3.0 TYPES OF PROTESTS/ TIME LIMITS

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

3.2 Pre-Award Protest is based upon alleged improprieties of a Bid/Proposal. A Protestant must file a pre-award protest no later than five (5) days after the Protestant knows or should have known of the facts giving rise thereto by 4:30 p.m. Philadelphia prevailing time.

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

4.1 Protests must be in writing, and filed directly with the Office of SEPTA’s Assistant General Manager of Procurement, Supply Chain & DBE, at the address indicated in the solicitation, and must contain the following information:

a. The name, address and telephone number of the Protestant; and

b. Identity of the IFB or RFP (by number and description); and

c. A detailed factual statement of the grounds for protest; and

d. The desired relief, action or ruling.

5.0 ACTION BY SEPTA

5.1 Procurement Process Status

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

a. The items or work to be procured are urgently required; or

b. Delivery or performance will be unduly delayed by failure to make the award promptly; or

c. Failure to make prompt award will otherwise cause undue harm to SEPTA or a funding source.

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

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

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

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

5.4 Rebuttal to SEPTA Response

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

5.5 Request for Additional Information

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

5.6 Request for Reconsideration

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

5.7 Decision

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

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

7.0 FEDERAL TRANSIT ADMINISTRATION (FTA) INVOLVEMENT

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

[END OF SECTION]
NON-COLLUSION AFFIDAVIT

"SAMPLE"

State of ________________

County of ________________

_________________________, being first duly sworn,

deposes and says that he/she is ________________________________

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

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

Signed: ________________________________

Subscribed and Sworn to before me this _______ day of _____________, 20__.

__________________________

NOTARY PUBLIC

(Seal of Notary)
CONTRACT 21-00076-APQC

FOR

CLEAN AGENT FIRE SUPPRESSION SERVICES FOR FOUR YEARS
TABLE OF CONTENTS

I. CONTRACTOR OBLIGATIONS ............................................................................................... 2
II. SEPTA OBLIGATIONS ............................................................................................................. 2
III. THE CONTRACT ....................................................................................................................... 2
IV. CONTRACT STANDARD ......................................................................................................... 3
V. CONTRACTOR TO COOPERATE WITH SEPTA’s DESIGNATED PROJECT REPRESENTATIVES ............................................................................................................. 3
VI. TIME OF PERFORMANCE ......................................................................................................... 4
VII. LIQUIDATED DAMAGES ......................................................................................................... 4
VIII. DELAY IN COMPLETION BEYOND CONTRACTOR’S CONTROL ...................................... 4
IX. EXTENSION OF TIME, NOT WAIVER OF TIMELY PERFORMANCE ..................................... 4
X. INSPECTION ............................................................................................................................. 4
XI. MONTHLY REPORTS ............................................................................................................... 4
XII. LOCATION OF WORK AND DELIVERY OF DOCUMENTS .................................................. 4
XIII. INDEMNIFICATION ................................................................................................................ 5
XIV. INSURANCE .......................................................................................................................... 5
XV. PERSONNEL SECURITY MEASURES .................................................................................... 6
XVI. METHOD OF PAYMENT ........................................................................................................... 6
XVII. ASSIGNMENT OF RIGHTS: DELEGATION OF DUTIES ..................................................... 6
XVIII. TERMINATION FOR CONVENIENCE .................................................................................. 7
XIX. TERMINATION FOR CAUSE .................................................................................................. 7
XX. CHANGES ............................................................................................................................... 7
XXI. AUDIT AND INSPECTION OF BOOKS AND RECORDS ....................................................... 8
XXII. CONTRACT SECURITY .......................................................................................................... 8
XXIII. FEDERAL, STATE AND LOCAL CONTRACT REQUIREMENTS ........................................ 8
XXIV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS ........................................ 8
XXV. TAXES ................................................................................................................................... 8
XXVI. NOTICES ............................................................................................................................ 8
XXVII. PROTECTION OF PERSONS AND PROPERTY .................................................................. 9
XXVIII. CLAIM AGAINST SEPTA BOARD OR SEPTA EMPLOYEE ............................................ 11
XXIX. GOVERNING LAW: FORUM SELECTION; AND CONSENT TO JURISDICTION ................ 12
XXX. PROJECT FINDINGS ............................................................................................................ 12
XXXI. DISPUTES ........................................................................................................................... 12
XXXII. PROHIBITED INTEREST ................................................................................................. 13
XXXIII. SEVERABILITY .................................................................................................................. 13
XXXIV. INTEGRATION .................................................................................................................. 13
XXXV. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS ......................... 13
XXXVI. EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION (EEO/AA) .................. 13
XXXVII. CITY MINIMUM WAGE AND BENEFITS ...................................................................... 13

eBID FORM ................................................................................................................................. 15

EXHIBIT I - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED PROVISIONS FOR CONTRACTS ....................................................................................................................... 17
EXHIBIT II - STATE AND LOCAL CONTRACT REQUIREMENTS .............................................. 42
EXHIBIT III - INSURANCE REQUIREMENTS ............................................................................... 51
EXHIBIT IV - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS .................. 56
EXHIBIT V - SEPTA’S EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION CONTRACTUAL REQUIREMENTS ........................................................................................................ 68
EXHIBIT VI - SAMPLE CHANGE ORDER .................................................................................. 71
EXHIBIT VII - AVAILABILITY OF FUNDS .................................................................................... 74
EXHIBIT VIII - SPECIFICATIONS ............................................................................................... 76
CONTRACT
FOR TECHNICAL SERVICES

THIS AGREEMENT, entered into this _____ day of ____________, 2021, by and between the Southeastern Pennsylvania Transportation Authority (hereinafter called "SEPTA"), a body corporate and politic exercising the powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof, with offices located at 1234 Market Street, Philadelphia, Pennsylvania, and __________________________________________________________ (hereinafter called "CONTRACTOR"), a ___________________________________ organized under the laws of __________________________, with principal offices located at __________________________.  

WITNESSETH:

WHEREAS, SEPTA needs to acquire certain technical services hereinafter more fully described and set forth in the SPECIFICATIONS, attached hereto and incorporated herein, in connection with an undertaking known as Clean Agent Fire Suppression Services for Four Years as set forth in the eBid form (hereinafter called the "Project");

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

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

I. CONTRACTOR OBLIGATIONS

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

II. SEPTA OBLIGATIONS

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

III. THE CONTRACT

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

1. Agreement, including any amendment, modification or change order to the Contract mutually agreed to in writing and signed by proper officials of both parties;
2. Performance Bond (if required);
3. Specifications, including any drawings (collectively referred to as the "SPECIFICATIONS");
4. Any other attachment or exhibit attached hereto;
5. Insurance Requirements; and
6. Bidding Documents as follows:
   a. Invitation to Bid;
   b. Instructions to Bidders;
   c. Bid Form;
   d. Bid Specifications and Drawings;
   e. Bid Security (if required); and
   f. Addenda or Bulletins issued prior to bid opening.

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

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

IV. CONTRACT STANDARD

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

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

Contractor shall cooperate with SEPTA's Project Representatives, namely Evan Wade of SEPTA, or his/her representative(s) designated in writing (hereinafter called "Project Manager"), who shall be responsible for technical direction provided by SEPTA, and Peter Chung of SEPTA, or his/her representative(s) designated in writing (hereinafter called "Contract Administrator"), who shall be responsible for the administration of the Contract on SEPTA's behalf.
VI. TIME OF PERFORMANCE

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

VII. LIQUIDATED DAMAGES – Not Used

VIII. DELAY IN COMPLETION BEYOND CONTRACTOR's CONTROL

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

IX. EXTENSION OF TIME, NOT WAIVER OF TIMELY PERFORMANCE

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

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

X. INSPECTION

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

XI. MONTHLY REPORTS

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

XII. LOCATION OF WORK AND DELIVERY OF DOCUMENTS

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

B. Unless specified elsewhere in the Contract Documents, any reports, records or
XIII. INDEMNIFICATION

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

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

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

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

XIV. INSURANCE

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

XV. PERSONNEL SECURITY MEASURES

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

XVI. METHOD OF PAYMENT

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

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

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

B. SEPTA shall have the right to take advantage of any discounts offered by Contractor for prompt payment of full invoiced amount.

XVII. ASSIGNMENT OF RIGHTS: DELEGATION OF DUTIES

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

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

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

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

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

XIX. TERMINATION FOR CAUSE

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

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

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

XX. CHANGES

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

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

XXI. AUDIT AND INSPECTION OF BOOKS AND RECORDS

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

XXII. CONTRACT SECURITY – Not Used

XXIII. FEDERAL, STATE AND LOCAL CONTRACT REQUIREMENTS

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

XXIV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

XXV. TAXES

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

XXVI. NOTICES

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

A. Safety Precautions and Programs

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

B. Safety of Persons and Property

1. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction over the safety of persons or property for their protection from damage, injury or loss which are in effect or become effective during the term of the Contract. The Contractor shall be solely responsible for the cost of all changes in such regulations during the term of the Contract whether anticipated or not, regardless of the amount of such costs and these costs shall not be passed on or through SEPTA under any circumstances.

2. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damages, injury or loss to:
   a. employees on the Work and all other persons who may be affected thereby;
   b. all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its Subcontractors;
   c. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

3. Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safe guards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

4. When the use or storage of hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and
shall carry on such activities under the supervision of properly qualified personnel. The use of explosives on SEPTA property is strictly prohibited, unless expressly permitted by the specifications. In no event shall any explosives be stored on SEPTA property.

5. All damage or loss to any property referred to in Paragraphs XIII.B.2.b. and XIII.B.2.c. caused in whole or in part by the Contractor, any Subcontractor, or anyone directly or indirectly employed or controlled by any of them, shall be remedied by the Contractor.

6. The Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent (see Paragraph VIII.K.) unless otherwise specified by SEPTA, designated in writing by the Contractor and approved by the Project Manager.

7. The Contractor shall neither load nor permit any part of the Work to be loaded so as to endanger its safety.

8. Contractors shall maintain an alcohol and drug free environment and shall not permit any person under its control or the control of any of its Subcontractors at any tier, who exhibits unsafe behavior or behavior which involves a reasonable suspicion of being impaired from alcohol or drugs to remain on or about the jobsite.

This provision shall be strictly and promptly enforced by the Contractor.

Contractors must comply with 49 CFR § 219 - Control of Alcohol and Drug Use as outlined for all Roadway Workers and Maintenance of Way employees.

49 CFR § 214.7 “Roadway worker means any employee of a railroad, or of a contractor to a railroad, whose duties include inspection, construction, maintenance or repair of a railroad track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near the track or with the potential to foul a track, and flagmen and watchmen/lookouts as defined in this section.”

49 CFR § 219.5 “Employee means any individual (including a volunteer or a probationary employee) performing activities for a railroad or a contractor to a railroad.”

Contractors must submit a copy of their FRA Drug and Alcohol testing plans to their Contract Administrator within ten (10) days of notification of a successful bid and before starting work on the project.

Any updates and/or changes to the plan after award must be submitted to SEPTA throughout the life of the contract.

Any delay in submitting the required plan or updates to SEPTA may delay the contract award or the work.
9. The Contractor shall comply with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333) and the U.S. Department of Labor regulations set forth in 29 CFR Parts 1910 and 1926 which are in effect or become effective during the term of the Contract. The Contractor shall be solely responsible for the cost of all changes in such regulations during the term of the Contract whether anticipated or not, regardless of the amount of such costs and these costs shall not be passed on or through SEPTA under any circumstances.

C. Personnel Security Measures

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

D. Emergencies

In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Paragraph XIV. Changes in the Work.

E. Use of Round Up

Effective September 3, 2019, SEPTA no longer permits the use of Roundup on SEPTA’s property. Glyphosate is an active ingredient in a variety of herbicides, particularly Roundup products. It is known to control and prevent plants and weeds from growing. Glyphosate may enter your body by skin, eyes or inhalation when working around the product. Ongoing studies for Glyphosate have determined that it can potentially cause harm to humans and is prohibited on SEPTA property. If you work with a vendor who is using this product, please contact the vendor to ensure they adhere to this notice. If you have Roundup or a product with Glyphosate at your location, immediately contact System Safety for disposal instructions.

XXVIII. CLAIM AGAINST SEPTA BOARD OR SEPTA EMPLOYEE

A. Contractor shall make no claim against any of the members of the SEPTA Board or its officers, servants, agents, or employees.
B. **Third Party Contract Rights**

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

**XXIV. GOVERNING LAW; FORUM SELECTION; AND CONSENT TO JURISDICTION**

All matters or claims arising out of, related to, or in connection with the Contract, the Project or the relationship between the parties shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws of such state. All matters, disputes, claims, litigation, or proceedings of any nature whatsoever based upon, arising out of, under or in connection with the Contract, the Project or relationship between the parties shall be solely and exclusively brought, maintained, resolved, and enforced in the state or federal courts located in the City of Philadelphia, Pennsylvania, irrespective of any procedural rules or laws related to venue and forum non conveniens, including but not limited to any choices Contractor may have under any such rules or law.

Contractor hereby expressly consents to the jurisdiction of the state and federal courts located in the City of Philadelphia and hereby expressly and irrevocably waives any objection which Contractor may have or hereafter may have to jurisdiction or venue in the state and federal courts located in the City of Philadelphia and any claim that such court is inconvenient or lacks personal jurisdiction over Contractor.

Contractor represents and acknowledges that the choice of jurisdiction and venue described above is reasonable and has been freely and voluntarily made by Contractor. Further, the choice of jurisdiction and venue described above shall be mandatory and not permissive in nature, thereby precluding the possibility by Contractor of litigation or trial in any other jurisdiction, court or venue other than specified above, except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

**XXX. PROJECT FINDINGS**

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

**XXXI. DISPUTES**

A. Disputes arising in the performance of the Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SEPTA’s Assistant General Manager of Procurement, Supply Chain & DBE. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor or SEPTA Project Manager mails or otherwise furnishes a written appeal to the Assistant General Manager of Procurement, Supply Chain & DBE. In connection with any such
appeal, the Contractor or the SEPTA Project Manager shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Assistant General Manager of Procurement, Supply Chain & DBE shall be binding upon the Contractor and SEPTA.

B. Performance During Disputes. Unless otherwise directed by SEPTA, Contractor will continue performance under the Contract while matters in dispute are being resolved.

XXXII. PROHIBITED INTEREST.

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

XXXIII. SEVERABILITY.

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

XXXIV. INTEGRATION.

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

XXXVI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS.

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

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

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

XXXVIII. CITY MINIMUM WAGE AND BENEFITS

If applicable to the Work, 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.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned duly authorized officers, as of the day and the year first above written.

ATTEST:                                SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY

CAROL R. LOOBY                            LESLIE S. RICHARDS
SECRETARY TO THE BOARD                    GENERAL MANAGER

ATTEST                                          CONTRACTOR (name below)

_________________________________________  __________________________________________
SECRETARY                                      PRESIDENT OR VICE PRESIDENT

(Please type/print name)                     (Please type/print name)

BY: ______________________________________
PRESIDENT OR VICE PRESIDENT
strike out title above that doesn’t apply

APPROVED AS TO FORM:

BY: ______________, Esq
Office of General Counsel
Southeastern Pennsylvania Transportation Authority
At Time of Award,

SEPTA to Insert

Awardee’s

Completed eBid Form

Here
EXHIBIT I - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED PROVISIONS FOR CONTRACTS

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.
633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

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

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


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  6002 OF THE SOLID WASTE DISPOSAL ACT

A. APPLICABILITY

This article applies to all purchase orders and contracts.

B. Clean Air Act (42 U.S.C. §§7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as FY2019 Comprehensive Review Guide – TC Program Management 4-13 amended (33 U.S.C. §§1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).


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).

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

(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.


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

eBID Technical Services Contract

04/2021
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

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 order over $3,000 and contracts.

B. (1) 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. Therefore, the DBE requirements of 49 CFR Part 26 apply to this agreement.

A. (2) SEPTA and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

   (1) Withholding monthly progress payments;
   (2) Assessing sanctions;
   (3) Liquidated damages; and/or
   (4) Disqualifying the Contractor from future bidding as non-responsible.

B. (3) In accordance with 49 CFR 26.13(b), the Contractor also agrees that each subcontract the Contractor signs with a Subcontractor must include the assurances of paragraph B. (2).

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;

(2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27;


(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;

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

(11) Any implementing requirements FTA may issue.

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

A. APPLICABILITY

This article applies to all purchase orders and contracts

B. If the Federal award meets the definition of “funding agreement” under 37 CFR Part 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
During the performance of the Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

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

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

3. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

4. **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by SEPTA or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to SEPTA, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

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

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

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

2. Disclosure Requirements.

a. Each contractor who requests and receives from SEPTA a Federal contract shall file with SEPTA a disclosure form, Standard Form - LLL, "Disclosure of Lobbying Activities," as set forth on pages EI-20 through EI-22 of this Exhibit, if such contractor has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action), which would be prohibited under 49 CFR part 20 if paid for with appropriated funds.

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

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

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

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

c. Any person who requests or receives from a contractor referred to in paragraph 2.a. of this section a subcontract exceeding $100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

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

3. Penalties.

a. Any person who makes an expenditure prohibited under 49 CFR part 20 shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.
b. Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than $10,000 and not more than $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 costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

[END OF PAGE]
**DISCLOSURE OF LOBBYING ACTIVITIES**

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

(See reverse for public burden disclosure)

Approved by OMB

0348-0046

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<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/offer/application</td>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
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<tr>
<td>c. cooperative agreement</td>
<td>c. post award</td>
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<td>d. loan</td>
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<td>e. loan guarantee</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>
</tr>
</thead>
<tbody>
<tr>
<td>□ Prime</td>
<td>□ Subawardee</td>
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<tr>
<td>Tier ______ if known:</td>
<td>Congressional District, if known:</td>
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</tbody>
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<tr>
<th>6. Federal Department/Agency:</th>
<th>7. Federal Program Name/Description:</th>
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<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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<tr>
<th>10. a. Name and Address of Lobbying Entity</th>
<th>10. b. Individuals Performing Services (including address if different from No. 10a) (Last name, first name, MI):</th>
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<tbody>
<tr>
<td>if individual, last name, first name, MI)</td>
<td>(Last name, first name, MI):</td>
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(attach Continuation Sheet(s) SF-LLL-A, if necessary)

<table>
<thead>
<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>$</td>
<td>□ a. cash</td>
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<td></td>
<td>□ b. in-kind; specify: nature value</td>
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<th>13. Type of Payment (check all that apply):</th>
<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>
</thead>
<tbody>
<tr>
<td>a. retainer</td>
<td>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</td>
</tr>
<tr>
<td>b. one-time fee</td>
<td></td>
</tr>
<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>15. Continuation Sheet(s) SF-LLL-A attached:</th>
<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>
| □ Yes                                       | Signature: ___________________________________________________________________________
| □ No                                        | Print Name: ________________________________________________________________________
|                                             | Title: ____________________________________________________________________________
|                                             | Telephone No: ____________________________________________________________________ Date: ___________
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

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

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

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

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

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

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contract with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Section B Affirmative Action Program
(For All Construction Contracts and Subcontracts Over $10,000)

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT (EXECUTIVE ORDER 11246):

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. (a) The goals and the timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

<table>
<thead>
<tr>
<th>Goals for minority participation</th>
<th>Goals for female participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>for each trade</td>
<td>for each trade</td>
</tr>
<tr>
<td>(all trades)</td>
<td>(all trades)</td>
</tr>
<tr>
<td>17.3%</td>
<td>6.9%</td>
</tr>
</tbody>
</table>

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

(b) The Contractor's compliance with the Executive Order and the regulations at 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth at 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations at 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is the Philadelphia Five-County area (Bucks, Chester, Delaware, Montgomery, and Philadelphia counties).
STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATION:

1. As used in these specifications
   
a. "Covered area" means the geographical area described in the solicitation from which the Contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;

d. "Minority" includes:

   (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

   (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);

   (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

   (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the Contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a hometown plan approved by the U. S. Department of Labor, in the covered area either individually or through an association, its affirmative action obligation on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan.

   Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7.a. through p. of these specifications. The goals set forth in the solicitation from which the Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area.

   Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically.
in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Program Office or from Federal Procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward its goal in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notice to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7.b. above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management
personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notice to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of Contractor's workforce.

k. Validate all tests and other selection requirements where there is obligation to do so under 41 CFR 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations set forth in paragraphs 7.a. through p. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through p. of these specifications, provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women
in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Officer of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7. of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, Social Security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the extent that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
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.

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

[END OF PAGE]
STATE AND LOCAL 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 members or owners of 5 percent or more interest in the Contractor.

“Financial Interest” means either:

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

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

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

“Non-bid Basis” means a contract awarded or executed by SEPTA with Contractor without seeking bids or proposals from any other potential 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
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 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 PAGE]
INSURANCE REQUIREMENTS

A. CONTRACTORS LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations are by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable for (Note: All insurance carriers providing this coverage shall have an A.M. Best Rating of “A-” or greater):

1. claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of its employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

B. EVIDENCE OF COMPLIANCE

1. Certificates of Insurance
   Simultaneously with the execution of the Agreement, the Contractor shall furnish Southeastern Pennsylvania Transportation Authority (SEPTA) with CERTIFICATES OF INSURANCE and any other documents which SEPTA may require, such as copies of policies or endorsements, as evidence of compliance with these Insurance Requirements which are an integral part of the Contract. In the Description of Operations section of the Insurance Certificate please include the Sealed Bid number 21-00076-APQC and Clean Agent Fire Suppression Services for Four Years

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

C. POLICIES TO REMAIN IN FORCE

1. Until completion and acceptance
   All insurance coverage which the Contractor is required to provide for the Contract shall be maintained in full force and effect until all of the Work of the Contract shall have been completed and accepted by SEPTA.
2. All policies shall provide for not less than (10) days or more than thirty (30) days written notice to SEPTA before cancellation by the Company issuing the insurance. If such notice is not provided for within the basic terms of the policy, it shall be provided by endorsement or notation on the Certificate.

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

D. **ADDITIONAL INSUREDS REQUIRED**
   The Contractor shall have all liability policies designated "Additional Insureds Required" endorsed to include the following as Additional Insured: SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY

**ADDITIONAL INSURED LANGUAGE:**

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

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

3. Workers Compensation must provide a waiver of subrogation.

4. Each policy shall state that the insurance provided to the additional insureds is primary and non-contributory to any other insurance available to the additional insured.

5. SEPTA must be the certificate holder on all applicable liability coverage with respect to this project and it should be noted on the insurance certificate and policies.

6. SEPTA must be provided with proof of insurance that demonstrates compliance with these requirements as well as all limit as and other mandated aspects of coverage.

E. **CONTRACTUAL LIABILITY (HOLD HARMLESS) COVERAGE**
   Policy shall be written or endorsed to include coverage for the liability assumed by the terms of the Contract and the Indemnification Agreement. Certificate or policy will state that the coverage applies to the Contract described as Clean Agent Fire Suppression Services for Four Years

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

G. **SELF-INSURANCE RETENTION LANGUAGE**
   Self-Insurance Retention (SIR) is limited to $50,000 or less, subject to SEPTA’s approval. Every self-insured retention must be declared to SEPTA.
H. The contractor shall, as a condition of the contract, provide and maintain at its own cost and expense the following kinds and amounts of insurance. The insurance required shall be written for not less than any limits of liability specified below or required below, whichever is greater.

1. **GENERAL LIABILITY INSURANCE** (excluding vehicles)
   Comprehensive General Liability Insurance for Bodily Injury and Property Damage to others. Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1 million per occurrence and $2 million aggregate.

   a. **Minimum Limits of Liability**
      - Products/Completed Operations Aggregate Per Project: $2,000,000
      - Personal and Advertising Injury Limit: $1,000,000

   b. **Products Completed Operations**
      This insurance must be maintained for at least 12 years after substantial completion and acceptance of the project, or to the applicable Statute of Repose in the jurisdiction where the Project is located, whichever is longer.

      Policy shall be written or endorsed to include as additional Insureds those parties or persons designated and apply on a Primary/Non-Contributory basis.

   c. **Additional Insureds**
      Policy shall be written or endorsed to include as additional Insureds those parties or persons designated and apply on a Primary/Non-Contributory basis.

   d. **Coverage**:
      Premises operation; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability and broad form property damage (including completed operations), explosion, collapse and underground damage (XCU).

2. **AUTOMOBILE LIABILITY**
   Liability Insurance (covering all autos, trucks, and other vehicles used in connection with this Project or Contract) for bodily injury and Property Damage to others.

   a. **Minimum Limits of Liability**
      $1 million combined Single Limit (Bodily Injury and Property Damage) per occurrence.

   b. **Additional Insureds**
      Policy shall be written or endorsed to include as additional Insureds those parties or persons designated and apply on a Primary/Non-Contributory basis.

   c. **Hired and Other Non-Owned Vehicles**
      Vehicle Liability Policy shall be written or endorsed to include coverage for Hired, Leased or other Non-Owned Vehicles.

3. **PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS**
   Applicable if a Prime contractor or applicable subcontractors will perform or retain others to perform professional services in connection with the work, including...
engineering, architectural, testing, environmental assessment or remediation, design-build, or construction management services. Coverage shall include any error, omission, or wrongful act on the part of the insured covering losses caused by Professional work that arise from the operations described under the scope of services of this Contract.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the person/vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If such coverage is secured on a “claims made” basis, extended reporting coverage shall be secured for a minimum of five (5) years following the completion of Prime contractor or Sub-Contractor’s work.

Per Claim $1 million
Aggregate Limit $1 million

If such coverage is secured on a “claims made” basis, extended reporting coverage shall be secured for a minimum of five (5) years following the completion of Prime contractor or Sub-Contractor’s work.

4. **WORKER’S COMPENSATION INSURANCE**
Workers Compensation of not less then $1,000,000 and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Must include a Waiver of Subrogation where permitted by state law, naming Southeastern Pennsylvania Transportation Authority (SEPTA).

5. **UMBRELLA/EXCESS LIABILITY INSURANCE**
   a. Occurrence Limit: $1 million
   b. Aggregate Limit (where applicable): $1 million
   c. Policy to apply excess of the Commercial General Liability (following form Per Project Aggregate Limit), Commercial Automobile Liability and Employer’s Liability Coverages and “drop-down” for defense and indemnity in the event of exhaustion of the underlying insurance, to the extent such insurance is used to satisfy the above-noted requirements.
   d. Additional Insureds
      Policy shall be written or endorsed to include as additional Insureds those parties or persons designated and apply on a Primary/Non-Contributory basis.

I. **PAYMENT OF SEPTA CLAIMS**
Contractor shall require its insurance carrier(s) to make checks in payment of SEPTA claims payable directly to SEPTA.
COMPETITIVELY BID
(OTHER THAN DESIGN/BUILD) CONTRACTS
WITHOUT DBE GOALS

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

A. **DBE CONTRACT GOALS**

In connection with this solicitation and any resulting contract, SEPTA has not established a goal for Disadvantaged Business Enterprise (DBE) participation. This is in accordance with the DBE Regulations at 49 CFR part 26, which require SEPTA to attempt to use race-neutral means of obtaining DBE participation whenever possible.

B. **DEFINITIONS**

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

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

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

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

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

3. **"Disadvantaged Business Enterprise"** or **"DBE"** means a for-profit small business concern (a) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individual(s); and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it and is certified as such by SEPTA’s DBE Program Office or by Pennsylvania’s Unified Certification Program (PAUCP).

4. **"Joint Venture"** means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct clearly defined portion of the work to be performed by the
joint venture and whose share in the capital contribution, control, management, risks
and profits of the joint venture are commensurate with its ownership interest (see
paragraph D.5. below).

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

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

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

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

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

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

(i) "Black Americans" which includes persons having origins in any of the
Black racial groups of Africa;
(ii) "Hispanic Americans" which includes persons of Mexican, Puerto Rican,
Cuban, Dominican, Central or South American, or other Spanish or
Portuguese culture or origin, regardless of race;
(iii) "Native Americans" which includes persons who are American Indians,
Eskimos, Aleuts, or Native Hawaiians;
(iv) "Asian-Pacific Americans" which includes persons whose origins are
from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos,
Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines,
Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific Islands
(Republic of Palau), the Commonwealth of the Northern Marianas Islands,
Macao, Fiji, Tonga, 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. In connection with this solicitation and any resulting contract, SEPTA has not established goals for Disadvantaged Business Enterprise (DBE) participation. This is in accordance with the DBE Regulations at 49 CFR §26.39, §26.51, which require SEPTA to attempt to use race-neutral means of obtaining DBE participation whenever possible. If your firm utilizes a certified DBE subcontractor/supplier, a properly executed DBE Participation Schedule which is attached must be submitted and include the following:

   (a) The name and address of the DBE firm that will participate in the Contract.

   (b) A description of the work that the DBE will perform

   (c) The dollar amount or percent of the participation of the DBE firm participating

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

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

   (a) The Bidder’s commitment to use a DBE subcontractor/supplier whose participation it submitted; and

   (b) The DBE subcontractor/supplier’s confirmation that it is participating in the Contract as provided in the Bidder’s commitment.

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

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

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

3. SEPTA’s DBE Program Office will provide upon request SEPTA's DBE Directory. The DBE Directory is revised on a continual basis; i.e., at least weekly, and identifies all firms eligible to participate as DBEs in SEPTA's program. Additionally, interested persons can obtain access to a state-wide combined directory through SEPTA’s membership in the Pennsylvania Unified Certification
D. DETERMINATION OF PERCENTAGE OF DBE PARTICIPATION

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

1. When a DBE participates in a contract, only the value of the work actually performed by the DBE will be counted toward DBE goals.

2. SEPTA will count the entire amount of that portion of a construction contract (or other contract covered by paragraph D.3. below) that is performed by the DBE's own forces, including the cost of supplies and materials obtained by the DBE for the work of the contract, and supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliates).

3. SEPTA will count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the contract, toward DBE goals, provided SEPTA determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

5. When a DBE performs as a participant in a joint venture, SEPTA will count a portion of the total value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

6. SEPTA will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract, as determined by SEPTA's DBE Program Office.

(a) A DBE is considered to perform a commercially useful function when it is responsible for execution of a specific scope of work in a contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity when ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, SEPTA will evaluate the amount of work subcontracted; industry practices; whether the amount the firm is to be paid
under the contract is commensurate with the work it is actually performing; and the DBE credit claimed for its performance of the work and other relevant factors.

(b) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, SEPTA will examine similar transactions, particularly those in which DBEs do not participate.

(c) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, SEPTA will presume that the DBE is not performing a commercially useful function.

(d) When a DBE is presumed not to be performing a commercially useful function, SEPTA will accept evidence from the DBE or prime contractor to rebut this presumption. Evidence from independent sources, such as trade journals or independent studies by consultants, is particularly desirable in such circumstances.

7. SEPTA will use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

(a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(b) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Contract.

(c) The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.

(d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.

(e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are
not provided by a DBE.

(f) For purposes of this paragraph D.7., a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

8. SEPTA will count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

(a) If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials and supplies toward DBE goals. For purposes of this section, a "manufacturer" is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the Specifications.

(b) If the materials or supplies are purchased from a DBE Regular Dealer count 60% of the cost of the materials and supplies toward DBE goals. For purposes of this section, a "regular dealer" is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the Specifications and required under the Contract are brought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as previously provided if the person both owns and operates distribution equipment. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.

(c) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, SEPTA will only count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided SEPTA determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted towards DBE goals.

9. SEPTA will not count the participation of a DBE subcontractor toward the prime contractor's DBE achievements until the amount being counted toward the goal has
been paid to the DBE.

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

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

2. If after award of the Contract, a DBE subcontractor is terminated, or fails to complete its work on the Contract for any reason, SEPTA will require the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same dollar value of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established by SEPTA.

F. **REPORTING AND RECORDKEEPING REQUIREMENTS**

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

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

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

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

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

5. With regard to any claim or dispute with respect to payment of a subcontractor at any tier, Contractor expressly agrees to defend, indemnify and hold SEPTA harmless in the event any suit is brought on account of a dispute between any of the parties including but not limited to subcontractor(s), supplier(s) and material men and in particular, Contractor shall assume the defense affirmatively at its sole cost whenever such suit is brought in any jurisdiction.
G. **FTA DBE AUDIT REQUIREMENT – DBE INVOICE PAYMENT REPORT**

The Contractor shall keep a regular accounting of actual expenditures of funds made under all contract and subcontract agreements with DBEs, specifically, an accounting of the actual amount of DBE expenditures for each contract.

H. **MISCELLANEOUS**

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

[END OF PAGE]
Disadvantaged Business Enterprise (DBE) Policy Statement

The Southeastern Pennsylvania Transportation Authority (SEPTA) opposes unlawful discrimination of any kind. SEPTA is an Equal Employment Opportunity Employer/Contractor, and is firmly committed to providing equal employment and business opportunities for all persons.

SEPTA receives Federal financial assistance from the U.S. Department of Transportation (DOT) and, as a condition of receiving this assistance, SEPTA has signed an assurance that it will comply with the regulations of the DOT, 49 Code of Federal Regulations (CFR) Part 26 (Part 26). Accordingly, SEPTA has established a Disadvantaged Business Enterprise (DBE) Program in accordance with Part 26.

It is the policy of SEPTA to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy to:

- Ensure non-discrimination in the award and administration of DOT-assisted contracts;
- Create a level-playing field on which DBEs can compete fairly for DOT-assisted contracts;
- Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- Help remove barriers to the participation of DBEs in DOT-assisted contracts; and
- Assist the development of firms that can compete successfully in the marketplace outside of the DBE Program.

SEPTA’s Director, DBE Program Office (Director) has been designated to serve as the Disadvantaged Business Enterprise Liaison Officer (DBELO) for SEPTA. In this capacity, the Director is responsible for implementing all aspects of SEPTA’s DBE Program. Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations incurred by SEPTA in its financial assistance agreements with the DOT.

SEPTA has disseminated this policy statement to its Board of Directors and all appropriate departments throughout our organization. We distribute our policy statement, via inclusion in certification approval letters and contract documents, to the DBE and non-DBE business communities that perform work for SEPTA on DOT-assisted contracts. Our policy statement can also be accessed via SEPTA’s website at www.septa.org. Information about our DBE Program can be obtained by contacting SEPTA’s DBE Program Office via phone (215-580-7278) or email (DBEProgram@septa.org).

Leslie S. Richards
General Manager

Date Approved

1-16-2020
### DBE INVOICE PAYMENT REPORT

*(To Be Submitted For Federally Funded Contracts Only)*

**APPLICATION DATE:**

**PERIOD FROM:**

**TO:**

**CONTRACTOR NAME AND ADDRESS:**

**PROJECT NAME:**

**CONTRACT NUMBER:**

**PURCHASE ORDER NUMBER:**

**FOR SEPTA’S USE ONLY**

Contractor’s Application for Payment

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

---

### PART I: CONTRACT INFORMATION

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Sum:</td>
<td></td>
</tr>
<tr>
<td>Net Change by Change Order:</td>
<td></td>
</tr>
<tr>
<td>Contract Sum to Date:</td>
<td></td>
</tr>
<tr>
<td>Total Billed to Date:</td>
<td></td>
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<tr>
<td>Retainage:</td>
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<tr>
<td>Total Billed to Date Less Retainage:</td>
<td></td>
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</tbody>
</table>

### PART II: DBE INFORMATION

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original DBE Subcontractor(s) Sum:</td>
<td></td>
</tr>
<tr>
<td>Net Change by Change Order:</td>
<td></td>
</tr>
<tr>
<td>DBE Subcontractor(s) Sum to Date:</td>
<td></td>
</tr>
<tr>
<td>Total Invoices Submitted for DBE</td>
<td></td>
</tr>
<tr>
<td>DBE Payment to Date:</td>
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<tr>
<td>Retainage:</td>
<td></td>
</tr>
<tr>
<td>Total Invoices Submitted for DBE</td>
<td></td>
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<tr>
<td>Payment to Date Less Retainage:</td>
<td></td>
</tr>
<tr>
<td>Total Previous Invoices Submitted</td>
<td></td>
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<tr>
<td>Less Retainage:</td>
<td></td>
</tr>
<tr>
<td>Current DBE Payment Due:</td>
<td></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>
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<tbody>
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</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) have or will be paid this amount from the proceeds of the attached invoice. The Contractor further certifies that records supporting these DBE expenditures, including retainage, shall be maintained and made available to SEPTA or its designee upon request.

**COMPANY OFFICIAL’S SIGNATURE**

**TITLE**

**DATE**

© SEPTA 2008, Updated 9/11
RE: DBE PARTICIPATION - COMMITMENT/CONFIRMATION
SEPTA Sealed Bid 21-00076-APQC
No.
Project Name: Clean Agent Fire Suppression Services for Four Years

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY (EEO):

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

SEPTA REQUIREMENTS

Nondiscrimination:

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.

3. The Contractor will send to each Labor Union or Representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said Labor Union or Worker's Representative of the Contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all Affirmative Action provisions of the 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. SEPTA shall assure compliance with this requirement and promptly investigate suspected or reported violations.

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

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF CHANGE</th>
<th>ADD</th>
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<tbody>
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</table>

TOTAL NOT TO EXCEED COST OF CHANGE ORDER NO.

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

Contractor does hereby acknowledge that the increase in the Total Contract Price as set forth in this Change Order, shall be in full and complete satisfaction of all indebtedness and obligation of any nature whatsoever for the change in services performed or to be performed under this Change Order, and that such increase includes any and all costs for inefficiency, disruption, delay, or impact costs associated with such change in services. Contractor, for itself, its successors and assigns hereby remises, releases and forever discharges SEPTA of and from all manner of debts, demands, claims, actions, causes of action, suits, accounts, covenants, contracts, agreements and any and all claims and liabilities whatsoever, in law and in equity, arising under or by virtue of this Change Order.
SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY
CONTRACT CHANGE ORDER
1234 Market Street
Page 2 of 2
Philadelphia, PA 19107

Date:

Change Order No.: __________________________ Contractor: __________________________
SEPTA Fund No.: __________________________ SEPTA Commitment No.: __________________________
CPMS No.: __________________________ Contract Title: __________________________
Federal Grant No.: __________________________
Requested by: __________________________

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Original Value of Contract</td>
<td>$___________</td>
</tr>
<tr>
<td>B. Previous Change Orders</td>
<td>$___________</td>
</tr>
<tr>
<td>C. This Change</td>
<td>$___________</td>
</tr>
<tr>
<td>D. New Contract Price (A+B+C)</td>
<td>$___________ (Not to exceed)</td>
</tr>
<tr>
<td>E. % Change - This Change (C/A)</td>
<td>___%</td>
</tr>
<tr>
<td>F. Cumulative % Change (B+C) / A</td>
<td>___%</td>
</tr>
<tr>
<td>G. Cumulative $ Change (B+C)</td>
<td>$___________</td>
</tr>
</tbody>
</table>

APPROVALS: This change order made subject to Resolution adopted by the SEPTA Board on May 22, 2008, incorporated by reference herein.

Is specific SEPTA Board Approval Required YES __ NO, __ if YES Date of Approval ____.
Is Funding Agency Approval Required YES __ NO __, if YES date of Approval ____.

SEPTA: __________________________

VENDOR/CONTRACTOR: __________________________

CONTRACT ADMINISTRATOR __________________________

PROJECT MANAGER __________________________

PROJECT MANAGER __________________________

GENERAL MANAGER __________________________

SIGNATURE OF PRESIDENT OR VICE PRESIDENT (Cross out Title that is Not Applicable)

__________________________

SIGNATURE OF SECRETARY OR ASST. SECRETARY TREASURER OR ASST. TREASURER (Cross out Titles that are Not Applicable)

__________________________

SECRETARY TO THE BOARD __________________________

__________________________

TYPE OR PRINT NAME OF OFFICER __________________________

__________________________

ATTEST: __________________________

__________________________

ATTEST: __________________________

"SAMPLE"
AVAILABILITY OF FUNDS

SEPTA’s obligations to make payments under this Contract are subject to the availability of appropriated or otherwise designated funds, including, but not limited to, Federal, State and/or local financial assistance from which payments can be made. No legal liability on the part of SEPTA for any payment may arise until such funds are made available to SEPTA, and SEPTA receives notice of such availability in writing. SEPTA shall have the right to terminate this Contract, in whole or in part, due to unavailable funds, in accordance with Article XVIII of this Contract (Termination for Convenience). Contractor shall be reimbursed for all reasonable costs determined by SEPTA in accordance with Article XVIII. The reimbursement may be paid from any funds available for that purpose.
At Time of Award,

SEPTA to Insert

Copy of Specifications,

as modified

during the open bidding period,

here.