

Southeastern Pennsylvania Transportation Authority (SEPTA)

**Request for Proposal
16-00033-AHAC**

for

Qualitative Market Research

February 29, 2016

Qualitative Market Research

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Southeastern Pennsylvania Transportation Authority

Part I

Instructions and Information

Request for Proposal Qualitative Market Research

SECTION 1 – INSTRUCTIONS AND INFORMATION FOR PROPOSERS

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

II. FORM OF PROPOSAL

The Proposal must address all items set forth in Attachment 2, “Scope of Services.”

- A. **Technical Proposal:** This shall include but not be limited to the following information:

1. A statement concerning Proposer’s interpretation of the Project objectives and a description of the services as understood by the Proposer.

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

2. A Project organization chart identifying Proposer’s manager of the Project and all other “key” personnel. SEPTA retains the right to reject or accept proposed Project personnel. Resumes shall be provided identifying the qualifications and experience of the manager of the Project and all key personnel. **Except as specified in Paragraph 6 of the attached Contract, SEPTA will not permit a change in the manager of the Project or key personnel after award, if any, to the successful proposing firm.**
3. If the Proposer is a joint venture, then a copy of any written agreement that exists between the members of each party to the joint venture shall be included as part of the Technical Proposal. Such agreement shall fully discuss and identify the responsibility of the joint venture for performing the services, provided, however, the joint venture must comply with Section 37 of the contract.

- B. **Price Proposal:** The price to SEPTA for performing all of the SEPTA required scope of services must be detailed in the Price Proposal. **The Price Proposal will be submitted to SEPTA as a SEPARATE DOCUMENT IN A SEALED ENVELOPE.** Price Proposals which exclude or restrict cost items necessary for a Proposer to perform the SEPTA required scope of services are not acceptable and may be considered by SEPTA as non-responsive to the RFP.
1. The Price Proposal shall be submitted using the form included in Attachment 3 along with any other additional information required to make it complete.
 2. **The requirements of this RFP should be carefully reviewed by Proposer prior to preparation of its Price Proposal. In preparation of its Price Proposal, Proposer must assume that SEPTA will not make modifications to the terms of the Contract as attached.**

III. RESPONSIBILITY OF PROPOSER

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

1. **Integrity and Ethics** - Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j) (2) (A);
2. **Debarment and Suspension** – Is neither debarred nor suspended from Federal programs under DOT regulations, “Nonprocurement Suspension and Debarment,” 2CFR Parts 180 and 1200, or under FAR at 48CFR, Chapter 1 Part 9.4 or any Commonwealth of Pennsylvania funded programs. This contract will also be governed by the Contractor's responsibilities under 49 CFR, Part 29, regarding debarment, suspension, and other responsibility matters of any lower tier covered transactions, as applicable.
3. **Affirmative Action and DBE** – Is in compliance with the Common Grant Rules' affirmative action and DOT's Disadvantaged Business Enterprise requirements, 49 CFR, Part 26;
4. **Public Policy** – Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325 (j) (2) (B) and Commonwealth of Pennsylvania public policies;
5. **Administrative and Technical Capacity** – has the necessary organization, experience, accounting, and operational controls and technical skills, or the ability to obtain them in compliance with 49 U.S.C Section 5325 (j) (2) (D);
6. **Licensing and Taxes** – Is in compliance with applicable licensing and tax laws and regulations;

7. Financial Resources – has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325 (j) (2) (D);
8. Production Capability – Has, or can obtain, the necessary production, and technical equipment and facilities;
9. Timeliness – Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
10. Performance Record – Is able to provide a satisfactory current and past performance record.

IV. GENERAL REQUIREMENTS:

A. SUBMISSION OF PROPOSALS

One (1) original and 7 copies of the Technical Proposal, plus 1 CD/DVD in “PDF” format and One (1) original and 7 copies of the **Price Proposal, in separate envelopes (clearly marked)** shall be submitted to SEPTA’s Contract Administrator:

**Heather Casullo
Senior Contract Administrator
Procurement & Supply Chain Management Department
Southeastern Pennsylvania Transportation Authority
1234 Market Street, 11th Floor
Philadelphia, PA 19107-3780**

No Goal(s) Established – No Goal has been established for this procurement. If the successful Proposer will be using a DBE subcontractor in conjunction with the contract, the Proposer must include the properly executed DBE Participation Schedule with their Technical Proposal. Please refer to the DBE section, Attachment 6.

B. SEPTA SOLICITATION STATISTICS SURVEY FOR DBE and NON-DBE CONTRACTOR/CONSULTANT AND SUB-CONTRACTOR/SUBCONSULTANT FORM

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

C. RIGHTS RESERVED BY SEPTA

In submitting the proposal the Proposer understands that the right is reserved by SEPTA to reject any and all proposals and/or to negotiate separately with any firm in any manner deemed appropriate to serve its best interest. If any award of Contract is made as a result of these Proposals, it will be made on the basis of the Proposal(s)

which best satisfied the intent of the RFP and other factors considered in the best interest of SEPTA. SEPTA is not liable for any expenses incurred by Proposers in the development of its Proposal or any subsequent activity related to the Proposal.

It is also understood and agreed that if the Proposer should withdraw any part or all of its proposal within ninety (90) calendar days after the Best and Final Offer (BAFO) without the consent of SEPTA, or shall refuse or be unable to enter into the Contract as provided with these documents, it shall forfeit its proposal security to the extent of SEPTA's damages occasioned by such withdrawal, or refusal, or inability to enter to a contract.

D. MODIFICATIONS TO SEPTA'S FORM OF CONTRACT

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

The Contract requires that all tasks described in the RFP and/or Proposal shall be the Proposer's sole responsibility and shall be performed by the Proposer and its subcontractors/subconsultants. As a result of the negotiation process (see RFP Section 2, "Selection Process"), SEPTA may elect to revise the services described in the RFP and the Proposal. The single document as amended through Addenda and negotiations shall then become an Attachment to the Contract instead of the RFP and Proposal. SEPTA expressly reserves the right to approve and/or modify, at its sole discretion, both form and substance of any written Contract entered into pursuant to this RFP.

E. INSURANCE

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

F. PERFORMANCE EVALUATION

Upon award of a contract and during performance of the work, SEPTA will conduct formal performance evaluation of the Contract (See Attachment 8).

G. TAXES

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

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

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

H. PROPOSAL SECURITY-NOT USED

I. DISCREPANCIES – DUTY OF PROPOSER TO CLARIFY AMBIGUITIES

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

J. ADDENDA

The contents of all addenda to Proposers are to be incorporated in the proposal and will become part of the RFP and/or Contract Documents. The Proposal Due Date will not be earlier than the fifth (5th) calendar day from the date of any addenda.

K. CERTIFICATION REGARDING LOBBYING

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

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

By signing and submitting a proposal, the Proposer agrees to furnish the Certification Regarding Compliance with Immigration Reform and Control Act of

1986 in compliance with the requirements stated in 8 U.S.C. §1324 (a). The signed Certification must be submitted with the submission of the technical proposal (See Attachment 9).

M. NON-COLLUSION REQUIREMENT

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

N. SEPTA's RFP PROTEST PROCEDURE

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

1.0 PURPOSE

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

2.0 DEFINITIONS

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

3.0 TYPES OF PROTESTS/ TIME LIMITS

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

Protestant must file a pre-award protest no later than five (5) days after the Protestant knows or should have known of the facts giving rise thereto by 4:30 p.m. Philadelphia prevailing time.

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

4.0 CONTENTS OF PROTEST

- 4.1 Protests must be in writing, and filed directly with the Office of SEPTA's Senior Director of Procurement, at the address indicated in the solicitation, and must contain the following information:

- a. The name, address and telephone number of the Protestant; and
- b. Identity of the IFB or RFP (by number and description); and
- c. A detailed factual statement of the grounds for protest; and
- d. The desired relief, action or ruling.

5.0 ACTION BY SEPTA

- 5.1 Procurement Process Status

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

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

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

- 5.2 If deemed appropriate, SEPTA may conduct an informal conference on the merits

of the protest with all Interested Parties invited to attend.

5.3 Response to the Protest

SEPTA's Senior Director of Procurement will respond in detail to each substantive issue raised in the protest within a reasonable time after the protest is filed. SEPTA's response shall address only the issues raised originally by the Protester.

When, on its face a protest does not state a valid basis for protest or is untimely, the Senior Director of Procurement may summarily dismiss the protest without requiring a detailed response.

5.4 Rebuttal to SEPTA Response

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

5.5 Request for Additional Information

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

5.6 Request for Reconsideration

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

5.7 Decision

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

6.0 CONFIDENTIALITY OF PROTEST

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

7.0 FEDERAL TRANSIT ADMINISTRATION (FTA) INVOLVEMENT

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

[END OF SECTION]

Request for Proposal Qualitative Market Research

SECTION 2 – SELECTION PROCESS

I. TECHNICAL EVALUATION CRITERIA

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

1. **Professional Experience:**

SEPTA will evaluate Consultants experience under “Professional Experience with Project Areas” as detailed in the Scope of Services.

2. **Qualification Statement:**

SEPTA will evaluate Consultants experience & organizational structure under “Experience/Organization” as detailed in the Scope of Services.

3. **Demonstration of Technical Expertise:**

SEPTA will evaluate Consultants experience under “Technical Expertise” as detailed in the Scope of Services.

II. SELECTION

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

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

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

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

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

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

- B. After making an evaluation of the technical proposals on the basis of the criteria set forth above, SEPTA may conduct interviews and request and receive additional information as it deems necessary from any Proposer deemed to be responsive to the RFP. If interviews are conducted, Proposers who are deemed to be non-responsive and/or have no reasonable chance of being selected will not be interviewed.
- C. After all Proposals have been evaluated in accordance with the criteria set forth above in Evaluation Criteria, the Price Proposals will be reviewed and price will be considered in the overall evaluation. If any Proposal is determined to be acceptable based on the Technical Evaluation, interviews (if conducted), and Price, SEPTA may, without discussion or negotiation, proceed to award the Contract to that firm.
- D. However, if no Proposal is acceptable without negotiation, those firms whose Proposals are determined by SEPTA to be within the competitive range may be contacted by letter from SEPTA to formally schedule negotiations. Competitive range will be determined by SEPTA and will consist of those firms whose proposals are determined to have a reasonable chance of being selected for award based on the technical evaluations and price.
- E. No information, financial or otherwise, will be provided to any Proposer about any Proposals from other Proposers.

- F. After all negotiations and discussions have been completed, each of the Proposers within the competitive range with whom negotiations have been conducted will be afforded the opportunity to submit a BEST AND FINAL OFFER (BAFO) (including Options). The BAFO shall be each Proposer's most favorable Price Proposal for the Technical Proposal and business/contractual terms which have been clarified and agreed upon during discussions and negotiations. The request for BAFOs will set forth the specific time and date for the submission of the BAFO. The BAFO (including Options) will be evaluated by SEPTA.

III. AWARD

- A. As stated in Section I, Paragraph IV (General Requirements), E (Modifications to SEPTA's Form of Contract) if any Proposer fails to submit minor modifications with their Technical Proposal and attempts to submit them subsequently may result in the proposal being deemed non-responsive. SEPTA may cancel a recommendation to award to a firm that makes such requests outside the allotted period.
- B. SEPTA will make an award, if any, only to a firm that has been determined by SEPTA to be fully responsive and responsible to the RFP requirements, while taking into consideration the staff's evaluation of the Technical Proposals, interviews (if conducted), and the BAFO. A recommendation to the SEPTA Board will be made of the firm that is the most advantageous to SEPTA.

[END OF SECTION]

Southeastern Pennsylvania Transportation Authority

Part II

Contract

for

Qualitative Market Research

Contract for Qualitative Market Research

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**Contract
for
Qualitative Market Research**

THIS CONTRACT, entered into this _____ day of _____, 20____, by and between the Southeastern Pennsylvania Transportation Authority ("SEPTA"), a body corporate and politic exercising the power 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 _____.

W I T N E S S E T H:

WHEREAS, SEPTA is involved in an undertaking known as Qualitative Market Research (hereinafter known as the "Project"); and

WHEREAS, SEPTA desires to engage Contractor to perform certain technical and professional services in connection with the Project as more fully set forth hereinafter; and

WHEREAS, Contractor has agreed to comply with all requirements of the Contract as set forth in the accompanying Attachments 1 through 11 attached hereto and made part hereof.

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

1. Incorporation of Recitals

The recitals above are hereby incorporated into the Body of the Contract.

2. Contract Documents

Attachments 1 through 11, inclusive, are hereby incorporated into this document and the Attachments are deemed to be a part thereof.

Attachments 4 and 10 are a notice and a summary of notices by SEPTA of the requirements that the Federal Government and Commonwealth of Pennsylvania impose on contracts which they fund in whole or in part. Contractor/Consultant acknowledges that Attachments 4 and 10 do not constitute legal advice by SEPTA thereon. Hence, Contractor/Consultant, to whatever extent Contractor/Consultant deems necessary, must obtain its own legal advice on these requirements.

3. Engaging of Contractor/Consultant

SEPTA hereby agrees to engage Contractor/Consultant to perform, and Contractor/Consultant hereby agrees to perform, all the services hereinabove referenced and hereinafter described and more fully set forth in Attachments 1 through 11.

4. Time of Performance

- a. Contractor/Consultant shall perform all the services required under the Contract within a total of 1,825 calendar days from the effective date stated in SEPTA's written Notice to Proceed.
- b. Contractor/Consultant shall commence performance promptly upon the effective date stated in SEPTA's Notice to Proceed. Time is of the essence in the performance of services under the Contract.
- c. Contractor/Consultant understands and agrees that any costs incurred prior to the effective date stated in a Notice to Proceed are not allowable costs and Contractor/Consultant will not be reimbursed by SEPTA for any such costs.
- d. Contractor/Consultant shall meet all other time limits set forth in Attachments 1 through 11.

5. Data Available to Contractor/Consultant

All SEPTA maintained information, reasonably available and necessary for carrying out the services required to be performed under the Contract, shall be furnished to Contractor/Consultant. Contractor/Consultant shall familiarize itself with SEPTA operations and with the Project to the extent necessary to furnish the services required under the Contract.

6. Personnel To Be Used in Providing Services

a. Responsibility for Personnel

Contractor/Consultant agrees that all personnel used in performance of the Contract shall be considered employees of Contractor/Consultant or its subcontractors/subconsultants and in no event shall any of the personnel employed in the performance of the Contract be considered employees of SEPTA.

b. Only Certain Employees to Perform Services

Contractor/Consultant shall provide SEPTA with a list of all Proposer's (and/or subcontractor's) managers and field representatives who will perform services under the Contract.

Contractor/Consultant shall furnish a resume, brief biographical sketch and services history of each person involved with performing services required under the Contract.

Personnel designated within the proposal as "Key Personnel" for the performance of the required services, shall not be removed nor have their level of participation reduced by the Contractor/Consultant prior to the completion of their assignment under the Contract without the prior written approval of SEPTA.

Contractor/Consultant agrees that it will perform all the services required under the Contract using employees of Contractor/Consultant or its authorized subcontractors/subconsultants. Contractor/Consultant further agrees that none of the personnel performing services under the Contract has or shall have any contractual, financial or familial relationship with SEPTA or any of its officers, employees or agents or with any agency providing funds to SEPTA at any time during the course of the Contract.

c. Only Professionally Qualified Employees to Perform Services

All of Contractor/Consultant's personnel providing services under the Contract shall be technically qualified to perform the services required hereunder and, unless otherwise provided herein, as required by the nature of the services, will be fully licensed in the Commonwealth of Pennsylvania and authorized in conformity with all state licensing requirements and all governmental statutes, ordinances, and other provisions dealing with the services provided by such personnel.

7. Contractor/Consultant to Cooperate with SEPTA's Designated Project Representatives

Contractor/Consultant shall cooperate with and coordinate all of the efforts of its personnel with SEPTA's Project Manager, who shall be responsible for technical direction provided by SEPTA, and SEPTA's Contract Administrator, who shall be responsible for the administration of the Contract on SEPTA's behalf (sometimes collectively referred to as "Project Representatives"). All changes in the services to be performed must receive the prior written authorization of SEPTA's Contract Administrator. The Project Representatives shall also monitor and review the progress of the Proposer Services in order to aid in the program coordination. The participation by the Project Representatives shall not relieve the Contractor/Consultant from its obligations under the terms of the Contract.

Contractor/Consultant shall take direction, within the scope of services contemplated by the Contract, from SEPTA's Project Representatives in carrying out the Project but shall remain solely professionally responsible for the services.

8. Total Contract Price

Contractor/Consultant agrees to complete performance of all services required by the Contract documents at a total cost to SEPTA not to exceed Dollars (\$_____), which shall be based on unit prices and rates in attachment 3 "cost Proposal" or BAFO, if applicable. Said total cost to SEPTA hereinafter referred to as "Total Contract Price."

9. Method of Payment

- a. To obtain payment of a portion of the Total Contract Price, Contractor/Consultant may submit to SEPTA, not more than once each calendar month, an invoice for payment for services rendered in the preceding month, in such form and reasonable detail as SEPTA may require. Such invoices shall not be for amounts inconsistent with the actual physical progress of the services Contractor/Consultant has performed on the Project as determined by SEPTA's Project Representatives. If the Contractor/Consultant uses a DBE, each invoice shall include a DBE Invoice Payment Report (a sample copy of the DBE Invoice Payment Report is attached to the Contract). In each invoice Contractor/Consultant shall:
 - (1) Certify that all services described were performed in conformity with the terms of the Contract and that it is entitled to receive the amounts specified under the terms of the Contract in accordance with said description.
- b. Payments due to Contractor/Consultant under the Contract shall be made within thirty (30) calendar days after written approval of Contractor/Consultant's invoice by SEPTA's Project Representatives.

10. Audit and Inspection of Books and Records

Contractor/Consultant shall keep written records in reasonable detail of all services performed by it under the Contract. All written records, reports, work sheets, data, and information prepared, generated, or obtained in connection with Contractor/Consultant's performance of services for SEPTA shall be made available during the term of the Contract and for a period of five (5) years thereafter, together with all books and other data or information, in whatever form contained, relating to Contractor/Consultant's performance under the Contract. Contractor/Consultant shall permit the audit and examination of the aforementioned material, including the making of excerpts and transcriptions, by appropriate officers or representatives of SEPTA and any governmental funding agency providing financial assistance for the Project, including the United States Department of Transportation, the Office of the Comptroller General of the United States, and the Pennsylvania Department of Transportation.

Contractor/Consultant shall require its subcontractor/subconsultants to keep written records in reasonable detail of all services performed by them for Contractor/Consultant under the Contract and to maintain all books, data, information and records in a form that will support the invoice billed to Contractor/Consultant. Contractor/Consultant shall further require that all written records, reports, work sheets, data, and information prepared, generated, or obtained in connection with such subcontractor's/subconsultant's performance of services for Contractor/Consultant shall be made available during the term of the Contract and for a period of five (5) years thereafter to SEPTA, together with all books and other data or information, in whatever form contained, relating to such subcontractor's/subconsultant's performance for Contractor/Consultant.

11. Overpayments

If at any point SEPTA determines that Contractor/Consultant has been overpaid, SEPTA's Contract Administrator shall notify Contractor/Consultant in writing of the overpayment. Contractor/Consultant shall remit the amount of the overpayment to SEPTA within thirty (30) calendar days of said notification or notify SEPTA of its disagreement. If Contractor/Consultant does not agree with SEPTA's determination, it shall follow the dispute process outlined in Paragraph 31, "Disputes."

12. All Information and Findings to Remain Confidential

Contractor/Consultant agrees that all information relating to research investigations (patentable or unpatentable), specifications and other evaluations, drawings, tracings, plans, and other data which have been obtained by Contractor/Consultant from SEPTA or are evolved or developed by Contractor/Consultant (or by others under his direction or supervision) in connection with the performance of the Contract or the efforts in conjunction with employees of SEPTA shall be deemed to be confidential information belonging solely to SEPTA. Further, during the term of the Contract and thereafter for a minimum period of three (3) years after the services, Contractor/Consultant shall not use or disclose such information for any purpose (or permit its usage or disclosure by others under Contractor/Consultant's supervision or direction) except to the extent necessary to perform services under the Contract, unless Contractor/Consultant can demonstrate to the satisfaction of SEPTA that such information was actually known to Contractor/Consultant prior to the Contract or was independently and properly obtained or developed by Contractor/Consultant apart from any connection with SEPTA or its employees, directly or indirectly, without breach of any confidential relationship or was publicly available. Contractor/Consultant, through the use of employment contracts and other legally acceptable methods, shall ensure that during the term of the Contract and for three (3) years after the services, none of its employees or former employees accept any employment or assignment which uses any of the information developed in connection with this Project.

13. Data to Become Property of SEPTA

All data, notes and other works developed in the performance of the Contract shall become the sole property of SEPTA and may be used on any other Project without additional compensation to Contractor/Consultant. Contractor/Consultant agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. Contractor/Consultant, for a period of three years after completion of the Project, agrees to furnish all retained works on the request of SEPTA's Project Representative. Unless otherwise provided in the Contract, Contractor/Consultant shall have the right to retain copies of all works beyond such period.

14. Interest of Contractor/Consultant

Contractor/Consultant agrees, for itself and its employees involved in this Project, that it has no interest and shall not acquire any interest, direct or indirect, including any business

interest or other pecuniary or beneficial interest which would conflict in any way whatsoever with performance of services in connection with the Project. In addition, Contractor/Consultant is hereby referred to the provisions of Paragraph 6 "Personnel To Be Used in Providing Services," of the Contract.

15. Assignment of Rights, Delegation of Duties Restricted

Contractor/Consultant shall not assign any rights arising under the Contract without the prior written consent of SEPTA. Contractor/Consultant shall not delegate, without the prior written consent of SEPTA, any duties in performance of services under the Contract.

16. Subcontracting

a. Subcontracting Restricted

Beyond those subcontractors/subconsultants proposed by the Contractor/Consultant and made part of the Contract, Contractor/Consultant shall not subcontract any portion of the services which are the subject of the Contract without the prior written consent of SEPTA. Contractor/Consultant agrees to be fully liable and responsible for the acts and omissions of subcontractors and subconsultants just as Contractor/Consultant is for the acts and omissions of persons employed by Contractor/Consultant.

b. Award of Subcontracts and Other Contracts for Portion of the Work

- (1) Any new or additional or substituted subcontractor/subconsultant proposed by Consultant after the award shall be subject to the prior written approval of SEPTA's Project Representative.
- (2) Consultant shall not make any substitution of any subcontractor/subconsultant or for any person or organization that has been previously accepted by SEPTA as part of the Contract unless and until requested to do so by SEPTA and/or unless such substitution is expressly approved by SEPTA in writing. No increase in total contract price shall be allowed for any such substitution.

c. Subconsultant/Subcontractor Relations

The Contractor/Consultant shall deal with each Subcontractor/Subconsultant in accordance with the terms and conditions of a written Contract between the Contractor/Consultant and such Subcontractor/Subconsultant. Said written Contract shall not be inconsistent with any term or condition of the Contract, shall include all terms and conditions required by the Contract and shall in every respect protect SEPTA's interests in the Work and the conduct thereof.

In the absence of good and sufficient reasons, within twenty (20) business days of the receipt of payment from SEPTA by the Contractor/Consultant, the

Contractor/Consultant shall pay each Subcontractor/Subconsultant with whom it has contracted their earned share of the payment the Contractor/Consultant received.

In addition, Contractor/Consultant shall pay its Subconsultant(s)/Subcontractor(s) any retainage Contractor/Consultant has withheld from its Subconsultant(s)/Subcontractor(s) within twenty (20) business days after a Subconsultant's/Subcontractor's work is satisfactorily completed.

With regard to any claim or dispute with respect to payment of a subconsultant or subcontractor, or supplier at any tier, Contractor/Consultant 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 subconsultants, subcontractors, suppliers and materialmen and in particular, Contractor/Consultant shall assume the defense affirmatively at its sole cost whenever such suit is brought in any jurisdiction.

17. Interpretation of Scope

SEPTA's Project Manager and/or Contract Administrator shall have the right to make, in writing, interpretations of the scope of services.

18. Changes

- a. The services set forth in Attachments 1 through 11 of the Contract may be reduced, modified or expanded within or beyond the scope of the Contract by written modifications executed by SEPTA and Contractor/Consultant.

Except as provided in paragraph "b" below, in the event that SEPTA requires a reduction, expansion, or modification of the services, SEPTA shall issue to Contractor/Consultant a written notification which specifies such reduction, expansion, or modification. Within fifteen (15) calendar days after receipt of the written notification, Contractor/Consultant shall provide SEPTA's Contract Administrator with a detailed price and schedule proposal for the services to be performed or to be reduced. This proposal may be accepted or rejected by SEPTA or modified by negotiations between Contractor/Consultant and SEPTA. A written Amendment to the Contract shall be executed by both parties.

- b. Notwithstanding paragraph "a" above, SEPTA may at any time, by written order, make changes within the general scope of the Contract to the services to be performed by Contractor/Consultant. If any such change causes an increase or decrease in the price of, or the time required for, the performance of any portion of the services under the Contract, SEPTA's Contract Administrator shall make equitable adjustment in any one or more of the following: price; completion schedule; or other affected terms; and shall modify the Contract in writing accordingly. Any claim by Contractor/Consultant for adjustment under this paragraph must be asserted within thirty (30) calendar days from the date of receipt by Contractor/Consultant of the notification of change; provided however that SEPTA's Contract Administrator, if the Contract

Administrator decides that the facts justify such actions, may receive and act upon such claim at any time prior to final payment under the Contract. Failure to agree to any adjustment shall be a dispute within the meaning of Paragraph 31 Disputes. However, nothing in this paragraph shall excuse Contractor/Consultant from proceeding with the Contract as changed.

- c. No services for which an additional amount will be charged by Contractor/Consultant shall be furnished without the prior express written authorization of SEPTA's Contract Administrator.

19. Infringement of Patents, Trademarks and Copyrights

Contractor/Consultant shall defend, indemnify and save harmless SEPTA, its Board Members, officers, agents, servants, workers, employees, subsidizers and indemnities from liability of any kind and will pay all costs and expenses, including consequential damages, for or on account of or existing from any infringement or violation or alleged violation of any patent, trademark and/or copyright or any right of any person, firm or corporation resulting from any act, omission or negligence on the part of Contractor/Consultant in performance of the Contract.

20. Covenant Against Contingent Fees

Contractor/Consultant hereby warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor/Consultant solely to solicit or secure the Contract and that it has not paid or agreed to pay any person or company other than a bona fide employee working solely for Contractor/Consultant, any fee, commission, percent or brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract. In the event of breach or violation of this warrant, SEPTA shall have the right to terminate the Contract without further liability to Contractor/Consultant or to any third party.

21. Termination for Convenience of SEPTA

SEPTA shall have the right to terminate the Contract, in whole or in part, at any time by written notice to the Contractor/Consultant. The Contractor/Consultant 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. Furthermore, SEPTA will not pay any anticipatory profits and/or consequential damages claimed by the Contractor/Consultant 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/Consultant shall submit promptly its

termination claim to SEPTA and SEPTA shall determine the settlement amount to be paid the Contractor/Consultant. If the Contractor/Consultant has any property in its possession belonging to SEPTA, the Contractor/Consultant shall account for same and dispose of it in the manner SEPTA directs.

22. Termination of Contract for Cause

If Contractor/Consultant 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) calendar days after receipt by Contractor/Consultant of written notice from SEPTA setting forth the nature of said breach or default and/or if the Contractor/Consultant 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/Consultant. Any such termination for cause shall not in any way operate to preclude SEPTA from also pursuing all available remedies against Contractor/Consultant.

In the event that SEPTA elects to waive its remedies for any breach by Contractor/Consultant 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.

In the event that it is ultimately determined by SEPTA that the Contractor/Consultant was not in default or that the failure to perform arose out of causes beyond the control and without fault of the Contractor/Consultant, the termination shall be treated as one of convenience and the Contractor/Consultant's sole rights and exclusive remedies shall be those set forth in Paragraph 21.

The Contractor/Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract

23. Indemnification

In addition to all other obligations of Indemnification specified herein, Contractor/Consultant agrees to release and be liable for and to defend, indemnify and save harmless SEPTA, its Board members, officers, agents, servants, workers, employees, subsidizers and indemnities, the Pennsylvania Department of Transportation, the City of Philadelphia and any and all government funding agencies providing funds or services in connection with this Project (hereinafter collectively referred to as "SEPTA"), from and against any and all loss, cost, damage, liability and expense, including consequential damages, counsel fees, whether or not arising out of any claim, suit or action at law, in equity, or otherwise, of any kind or nature whatsoever, including negligence, arising out of the performance of the work by reason of any accident, loss or damage of property, including the work site, property of SEPTA and Contractor/Consultant, or injury, including death, to any person or persons, including employees of SEPTA, Contractor/Consultant, 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/Consultant also agrees for itself and on behalf of its agents, servants, subconsultants/ subcontractors, materialmen and employees to defend, indemnify and hold harmless SEPTA from and against any and all claims of any kind or nature whatsoever regarding subconsultants/subcontractors and materialmen and agrees to assume the defense of SEPTA to any such suit at its cost and expense. The Contractor/Consultant 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/Consultant.

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

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

24. Insurance

The Contractor/Consultant shall purchase and maintain the types of insurance, with the corresponding limits and other requirements as set forth below in Subsection 24(e). All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Work is to be performed. Contractor/Consultant shall require all subcontractors to carry the insurances required herein.

a. Proof of Compliance

(1) Evidence of Insurance

Within ten (10) calendar days after receipt from SEPTA of notice of award of the Contract, the Contractor/Consultant shall furnish SEPTA's Contract Administrator with Certificates of Insurance (including endorsements) **(SEPTA's RFP number 16-00033-AHAC must be noted on certificates)** and the declaration page for each required insurance. Upon SEPTA's request, Contractor/Consultant shall provide any other documents which SEPTA may require as evidence of compliance with the insurance requirements. It shall be

at SEPTA's discretion whether the proof of insurance provided by Contractor/Consultant is sufficient evidence of compliance.

(2) Written Approval Required

Once all proper evidence of insurance has been received and accepted by SEPTA, SEPTA will provide written notification to Contractor/Consultant of such acceptance. SEPTA will not issue the Notice to Proceed until Contractor/Consultant has complied with insurance requirements and SEPTA has accepted the evidence of such compliance.

b. Policies to Remain in Force

- (1) Unless otherwise noted below, all required insurance must remain in force until all Work related to the Project is satisfactorily completed and all Work has been formally accepted by SEPTA in accordance in the Contract.
- (2) All policies shall provide for thirty (30) calendar days written notice to SEPTA, and all other Named Insured, 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 Declarations Page.
- (3) In the event that any or all of the insurance coverages required by the Contract is cancelled, are reduced below the required minimum limits, or lapse, then the Contractor/Consultant will be suspended from further performance of the Work until such time as replacement coverage satisfactory to SEPTA has been obtained and is in force. SEPTA will make no further payments to Contractor/Consultant until such requirement is satisfied.

c. Named Additional Insureds

Contractor/Consultant shall include as an "Additional Insured" Southeastern Pennsylvania Transportation Authority in addition to any parties identified below to be designated on the policies for each respective type of insurance:

d. Waiver of Liability for Premiums

For each policy that includes one or more Named Insured(s) or Additional Insured(s), the policy shall contain a Waiver of Liability, for all Named Insureds and Additional Insureds, for the payment of premiums.

e. Types of Insurance and Limits of Liability

Contractor/Consultant shall, as an express condition of payment under the Contract, provide and maintain at its own cost and expense, the following types of insurances with the stated, or greater, respective limits of liability.

(1) Workers Compensation Insurance

In compliance with the applicable laws of the Commonwealth of Pennsylvania, covering all employees of the Contractor/Consultant.

(2) Commercial General Liability Insurance

Coverage for Contractor/Consultant liability with respect to bodily injury and property damage to others, with Personal and Advertising Liability

Limits of Liability

Coverage under this policy shall have limits of liability of not less than \$2 million per occurrence, combined single limit for bodily injury (including disease) and property damage and not less than \$2 million in Annual Aggregate.

(a) Additional Insureds

Policy shall be written or endorsed to include **Southeastern Pennsylvania Transportation Authority** as Additional Insured.

(b) Other

Policy shall be written or endorsed to include coverage for the liability assumed by the terms of the Contract, including indemnification provisions. Certificate or policy will state the coverage applied to the Contract described as: Qualitative Market Research.

(3) Vehicle Liability

Liability Insurance (cover all autos, trucks, and other vehicles used in connection with this Project) for bodily injury and property damage to others.

(a) Limits of Liability

Coverage under this policy shall have limits of liability of not less than \$2 million per occurrence, combined single limit for bodily injury and property damage (including loss of use).

(b) Other

This policy shall be written or endorsed to include coverage for hired, leased or other non-owned vehicles.

(4) Professional Liability/Errors & Omissions Insurance

Covering the liability of Contractor/Consultant for any and all errors or omissions committed by Contractor/Consultant in the performance of the work, regardless of the type of damages. Contractor/Consultant may elect to satisfy this requirement through the addition of endorsement CG2279 "Incidental Professional Liability" to its General Liability policy. The coverage shall be maintained during the period of the Work and for at least three (3) years following completion thereof.

(a) Limits of Liability

Coverage under this policy shall have limits of liability of not less than \$2 million per claim and not less than \$2 million in the Annual Aggregate.

(b) Named Insureds

Southeastern Pennsylvania Transportation Authority

- f. Payment of SEPTA Claims Against Contractor/Consultant's Insurance
Contractor/Consultant shall require its insurance carrier(s) to make checks in payment for claims payable to SEPTA.

25. Personnel Security Measures

SEPTA reserves the right to impose personnel security measures upon the Contractor/Consultant 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/Consultants and its subcontractors/subconsultants 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/Consultant and its employees shall cooperate fully with SEPTA in implementing and enforcing security measures on SEPTA property. The Contractor/Consultant 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/Consultant.

26. 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 address as may be designated in writing by the parties:

TO SEPTA: Senior Director of Procurement and Supply Chain Management
Southeastern Pennsylvania Transportation Authority
1234 Market Street, 11th Floor
Philadelphia, PA 19107-3780

TO CONTRACTOR/CONSULTANT:

27. Compliance with Federal, State and Local Laws and Contract Requirements

Contractor/Consultant shall comply in performance of services hereunder with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances and codes of federal, state and local governments. See Attachments 4 and 10.

28. 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/Consultant may have under any such rules or law. Contractor/Consultant 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/Consultant 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/Consultant. Contractor/Consultant represents and acknowledges that the choice of jurisdiction and venue described above is reasonable and has been freely and voluntarily made by Contractor/Consultant. Further, the choice of jurisdiction and venue described above shall be mandatory and not permissive in nature, thereby precluding the possibility by Contractor/Consultant 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.

29. Waiver of Breach of Contract

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

30. SEPTA Equal Employment Opportunity/Affirmative Action Contractual Requirements

Contractor/Consultant covenants and agrees to abide by all stipulations attached hereto and made a part hereof as Attachment 9 for all services to be performed in connection with the Contract.

31. Disputes

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

32. Third Party Contract Rights

It is agreed that SEPTA, neither by this paragraph 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/subconsultants) enforceable at law or in equity or any other proceeding against SEPTA, its Board Members, officers, agents, servants, workers, employees, subsidizers, indemnities or assigns.

33. Prohibited Interest

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

34. Integration

Subject to SEPTA's right to rely upon substantial representations made by Contractor/Consultant in making the decision to award the Contract to Contractor/Consultant, the Contract represents the entire and integrated contract between SEPTA and Contractor/Consultant and supersedes all prior or contemporaneous negotiation, representation, or contract, either written or oral. The Contract may not be amended, modified, or changed except as provided in Paragraph 18, "Changes."

35. Severability

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

36. Disadvantaged Business Enterprise (DBE) Requirements

The Contractor/Consultant shall fully comply with the DBE requirements as found in Attachment 6 which is attached hereto and made a part hereof.

37. Joint and Several Liability

If two or more individuals, corporations, partnerships, or other business associations (or any combination of two or more thereof) shall sign the Contract as Contractor/Consultant, the liability of each such individual, corporation, partner or other business association to perform the obligations hereunder shall be deemed to be joint and several and all notices, payments and agreements given or made by, with or to any such individual, corporation, partner or other business association shall be deemed to have been given or made by, with or to all of them. In like manner, if Contractor/Consultant shall be a partnership or other business association, the members of which are by virtue of state or federal law are subject to personal liability, the liability of each member shall be joint and several.

38. Warranties –Not Used

39. Performance Bond –Not Used

40. Liquidated Damages –Not Used

41. Delivery

a. Delivery shall be as required in the Scope of Services.

42. Inspection –Not Used

[END OF PAGE]

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

ATTEST:

SOUTHEASTERN PENNSYLVANIA
TRANSPORTATION AUTHORITY

(SECRETARY)

(GENERAL MANAGER)

ATTEST:

(SECRETARY)

BY: _____
PRESIDENT OR VICE PRESIDENT

(Please type name)

(Please type name)

APPROVED AS TO FORM:

BY: _____, Esquire
Office of General Counsel
Southeastern Pennsylvania
Transportation Authority

Attachment 1

Technical Proposal for Qualitative Market Research

Insert

(Technical Proposal)

Attachment 2

Scope of Services

for

Qualitative Market Research

Scope of Work

The Southeastern Pennsylvania Transportation Authority hereby solicits proposals to retain Consultants with Qualitative Market Research Capabilities to provide qualitative services on an as needed basis throughout a five year period hence.

A qualitative research consultant is defined as a firm or group of consultants which through in-house, joint venture or prime-subcontractor resources is capable of designing qualitative market research studies: focus groups, one-on-one interviews, service usage diary studies and online qualitative studies, etc. Qualitative research firms should also be capable of providing all qualitative services, including: study design, recruiting, interviewing, moderating, analysis, writing final reports, and making oral presentations of findings to SEPTA staff and management and reporting.

The purpose of entering into a qualitative market research contract is to facilitate the implementation of a comprehensive market research program to:

1. Provide information useful in assisting SEPTA become a more cost effective and customer oriented enterprise.
2. Support cost saving initiatives and programs that improve service and increase ridership and revenue.
3. Identify priorities and strategies for decision and policy making.
4. Enlist qualitative market research consultants that will be part of the SEPTA team in resolving complex transportation market and policy issues.

1. Project Areas:

The project areas currently planned or being contemplated by SEPTA include but are not limited to:

1. In-depth qualitative interviews related to consumer attitudes and usage of specific transportation corridors, boroughs, or counties
2. Qualitative evaluations of advertising effectiveness and marketing strategy development
3. Qualitative service concept and evaluation studies
4. Qualitative Fare Policy Studies
5. Recruit and moderate traditional focus groups
6. Recruit and moderate other qualitative interview studies
7. Recruit and moderate online qualitative studies
8. Recruit and moderate service usage diary studies for qualitative service assessment
9. Provide assessment of innovative technologies to enable cutting edge qualitative research

2. Requirements:

SEPTA seeks to develop an effective and open professional relationship with qualitative market research consultants. SEPTA seeks consultants capable of designing, conducting and analyzing customized research. The consultant selected as a qualitative service market research firm will be expected to:

1. Become familiar with and knowledgeable about services offered by SEPTA throughout the region
2. Provide high quality study design, interview moderation, and reporting work
3. Seek ways to improve our qualitative research methods and develop cost efficiencies
4. Keep abreast of new research methodologies and techniques
5. Solve technical problems dealing with approach, execution and analysis in a way that exhibits ingenuity, depth of expertise and understanding of the problems relating to research in transportation and other service related fields

3. Responsibilities

Design studies, discussion guides and analysis working closely with SEPTA personnel. All facets of each project must be approved by SEPTA's Manager of Technical Analysis and Research before proceeding with the project

1. Stringently supervise all phases of the market research project including: study design, discussion guide drafting, data collection, interview/moderating, fieldwork, observation of interviews, analysis, and production
2. Adequate measures must be taken to ensure that high quality work is done by any subcontractors
3. Provide SEPTA with requested access, upon request, for the oversight of any phase of any project. Conduct all interviewing at locations that will allow for client (SEPTA) observation. Proposers should indicate whether they have such facilities or would be willing to subcontract for such services when required, and if so who the subcontractor would be
4. Provide high quality Spanish language interviewing and translation when required. Firms should describe any other foreign language capabilities they may have
5. Provide pick-up and delivery service for all data, specifications, reports etc., when needed.

1. Professional Experience with Project Areas:

Describe the firm's range of services and how they will be beneficial to SEPTA. Discuss in detail your firm's particular strengths and unique capabilities especially in regard to the transportation industry, qualitative market research work. If your firm does not have a particular strength or experience in the transportation industry, discuss how your firm may apply its strengths and experience to SEPTA's transportation services.

2. Experience/Organization:

A statement of qualifications which shall include:

- a. Qualifications of persons who would be assigned to this project. This will include a description of each individual's education, professional credentials and specific experience with the transportation industry and government agencies. If the individual/firm does not have such experience, so indicate and specify experience which you believe is comparable.

- b. “Depth of Bench”: describe how your firm is staffed to provide backup for management, leadership, and qualitative research services should any or all of the primary persons in paragraph “a” become incapacitated, dismissed or leave during the course of the contract.
- c. Client list: three references with current, active contracts, preferably in public transportation or transportation related businesses or government agencies.
- d. Individual’s/firm’s prior experience in designing and executing qualitative market research studies, particularly those studies related to the transportation industry. This shall include a list of similar projects the firm has worked on. For each project indicate the firm’s role in the project, the results obtained by the firm, whether the results were used and the outcome. Please also note the percentage of the firm’s overall revenue that is derived specifically from qualitative market research project work.
- e. If you are proposing to use one or more subcontractors/sub-consultant to provide services identify each known subcontractor/sub-consultant, specify the type of work the subcontractor/sub-consultant will perform and provide the above information in regard to the subcontractor/sub-consultant.
- f. If as a prime consultant/contractor you do not possess all of the skills required of a qualitative market research firm, discuss how you will coordinate with other consultants/contractors to be capable of supplying all of the requisite skills described in the RFP and to assure that your firm will be fully accountable and responsible for the project.

3. Technical Expertise:

- a. SEPTA conducts periodic qualitative market research projects to get detailed feedback from riders on various important issues facing the agency, including focus groups and in depth interviews. Proposers are required to submit, in outline form, a plan for conducting focus groups related to rider experience, thoughts and feelings on using new technologies such as the SEPTA app, the benefits derived from this tool and challenges they face. The outline should be sufficiently detailed and shall include your firm’s strategies for recruitment, discussion guide design, moderator considerations, choice of venue, qualitative data analysis, report design and presenting of findings. The choice of venue could be a traditional focus group setting or utilizing technology to collect feedback from focus group participant’s remotely.
- b. Describe what new data collection technologies, particularly web and mobile based methodologies, may be included in qualitative market research in order to provide new insights and help control costs.
- c. Provide approaches of your ability to be available for projects when required, the amount of resources you can allocate to SEPTA at one time to perform a major project within a short period of time or to perform two or more projects simultaneously.
- d. Discuss in detail your firm’s interviewing and translation capabilities and other language capabilities that may be employed on SEPTA projects.

- e. Discuss your firm's client monitoring capabilities for direct, live, on-site and off-site computer and or phone monitoring of interviews.
- f. Discuss your firm's experience with and understanding of the Philadelphia market, including experience conducting qualitative market research within the greater Philadelphia area.
- g. Address of the firm's home office and the office handling SEPTA's account locally. Include a contact person for each location and describe any attributes of the local office that would be of benefit to SEPTA in conducting market research with the proposer.

Attachment 3

Price Proposal for Qualitative Market Research

Price Proposal Form

This solicitation is for a five year contract on an as-needed basis. SEPTA is not obligated to expend any specific amount. SEPTA has budgeted an amount for the first year of the contract and anticipates budgeting an equal amount for each of the succeeding years. The contract will be utilized on a work-task order basis. Work tasks will be issued on an as needed basis for the five year duration of the contract. Pricing will be based on the hourly rates submitted in this attachment or the Best and Final Offer price proposal (BAFO), if applicable. The required hours for actual projects undertaken will be determined by mutual consent between SEPTA and the Consultant at the time each task is undertaken.

Item	Discipline / Task	Hourly Rates Year 1	Hourly Rates Year 2	Hourly Rates Year 3	Hourly Rates Year 4	Hourly Rates Year 5
1	Focus Group Moderator	\$	\$	\$	\$	\$

NOTES:

1. This is a five year contract to be utilized on an as needed basis. SEPTA is not obligated to expend any specific amount. The contract will expire at the end of the contract period or until all quantities have expired whichever occurs first.
2. Hourly rates must be fully loaded and all inclusive.

Attachment 4

Federal Transit Administration (FTA) Provisions for Contracts

FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED PROVISIONS FOR CONTRACTS

Section A - Federal Contract Requirements

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

A. APPLICABILITY

This article applies to all federally funded if the purchase 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

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

A. APPLICABILITY

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

- B.** The Contractor agrees: 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.

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

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

FR-07 Access to Records (49 U.S.C. §5325 et seq., 49 CFR 633.15 – 633.17)

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.

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

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

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

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

A. APPLICABILITY

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

vessels).

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

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

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

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

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

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

A. APPLICABILITY

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

- B. (1). Overtime requirements** - No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours 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.

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

A. APPLICABILITY

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

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

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

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

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

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

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

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

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

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

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

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

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

A. APPLICABILITY

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

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

FR-25 Transit Employee Protective Agreements

A. APPLICABILITY

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

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

FR-26 Texting While Driving and Distracted Driving

A. APPLICABILITY

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

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

FR-27 ADA Access

A. APPLICABILITY

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

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

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

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

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**U.S. DEPARTMENT OF TRANSPORTATION NONDISCRIMINATION REQUIREMENTS
(49 CFR Part 21)**

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

1. **Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the Contract.
2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
4. **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by SEPTA or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to SEPTA, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of the Contract, SEPTA shall impose such contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the Contract, in whole or in part.
3. **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]

RESTRICTIONS ON LOBBYING SECTION

(If Contract Sum exceeds \$100,000)

1. Certification Requirements.

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

2. Disclosure Requirements.

- a. Each contractor who requests and receives from SEPTA a Federal contract shall file with SEPTA a disclosure form, Standard Form - LLL, "Disclosure of Lobbying Activities," as set forth on pages EI-20 through EI-22 of this Exhibit, if such contractor has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action), which would be prohibited under 49 CFR part 20 if paid for with appropriated funds.
- b. Each contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such contractor under paragraph 2.a. of this section. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- c. Any person who requests or receives from a contractor referred to in paragraph 2.a. of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- d. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Contractor referred to in paragraph 2.a. of this section. That contractor shall forward all disclosure forms to SEPTA.

3. Penalties.

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

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____		
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known: Congressional District, if known: _____	5. If reporting entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____			
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____			
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____			
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> 10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> _____ <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i> </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(Last name, first name, MI):</i> _____ </td> </tr> </table>			10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> _____ <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(Last name, first name, MI):</i> _____
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> _____ <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(Last name, first name, MI):</i> _____			
11. Amount of Payment <i>(check all that apply):</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned 12. Form of Payment <i>(Check all that apply):</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	13. Type of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify _____			
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: <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>				
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No				
16. Information requested through this form is authorized by title 33 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____			
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL		

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contract with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____

Page _____ of _____

Authorized for Local
Reproduction
Standard Form - LLL-A

Attachment 5

Certification Regarding Lobbying

Certification Regarding Lobbying

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature: _____

Company Name: _____

Title: _____

Date: _____

[END OF SECTION]

Attachment 6

Disadvantaged Business Enterprise (DBE) Requirements

REQUEST FOR PROPOSAL WITHOUT DBE GOALS

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

A. **DBE CONTRACT GOALS**

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

B. **DEFINITIONS**

1. **"Affiliation"** has the same meaning the term has in the Small Business Administration regulations, 13 CFR part 121:
 - (a) Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:
 - (1) one concern controls or has the power to control the other; or
 - (2) a third party or parties controls or has the power to control both; or
 - (3) an identity of interest between or among parties exists such that affiliation may be found.
 - (b) In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE program.
2. **"Contract Sum"** means total contract price, including any change orders and amendments.
3. **"Disadvantaged Business Enterprise"** or **"DBE"** means a for-profit small business concern (a) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individual(s); and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it and is certified as such by SEPTA's DBE Program Office or by Pennsylvania's Unified Certification Program (PAUCP).
4. **"Joint Venture"** means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct clearly defined portion of the work to be performed by the joint venture and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest (see paragraph D.5. below).
5. **"Small Business Concern"** means a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121), that also does not exceed the following size determinations:

- (a) to be an eligible DBE, a firm (including its affiliates) must be an existing for-profit small business, as defined by Small Business Administration (SBA) standards found in 13 CFR part 121 appropriate to the type(s) of work the firm seeks to perform in DOT-assisted contracts.
- (b) In addition to the requirements of (a) above, a firm must also meet the annual gross receipts requirements defined in SBA regulations 13 CFR §121.402

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

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

C. **SUBMISSION REQUIREMENTS**

1. In connection with this solicitation and any resulting contract, SEPTA has not established goals for Disadvantaged Business Enterprise (DBE) participation. This is in accordance with the DBE Regulations at 49 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 subconsultant/supplier, a dually executed DBE Participation Schedule which is attached must be submitted for each DBE subconsultant/supplier, with the Technical Proposal 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 percent of the participation of the DBE firm participating

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

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

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

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

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

D. DETERMINATION OF PERCENTAGE OF DBE PARTICIPATION

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

1. When a DBE participates in a contract, only the value of the work actually performed by the DBE will be counted toward DBE goals.
2. SEPTA will count the entire amount of that portion of a construction contract (or other contract covered by paragraph D.3. below) that is performed by the DBE's own forces, including the cost of supplies and materials obtained by the DBE for the work of the contract, and supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subconsultant purchases or leases from the prime contractor or its affiliates).
3. SEPTA will count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the contract, toward DBE goals, provided SEPTA determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. When a DBE subcontracts part of the work of its contract to another firm, the value of the

subcontracted work may be counted toward DBE goals only if the DBE's subconsultant is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

5. When a DBE performs as a participant in a joint venture, SEPTA will count a portion of the total value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
6. SEPTA will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract, as determined by SEPTA's DBE Program Office.
 - (a) A DBE is considered to perform a commercially useful function when it is responsible for execution of a specific scope of work in a contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity when ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, SEPTA will evaluate the amount of work subcontracted; industry practices; whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing; and the DBE credit claimed for its performance of the work and other relevant factors.
 - (b) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, SEPTA will examine similar transactions, particularly those in which DBEs do not participate.
 - (c) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, SEPTA will presume that the DBE is not performing a commercially useful function.
 - (d) When a DBE is presumed not to be performing a commercially useful function, SEPTA will accept evidence from the DBE or prime contractor to rebut this presumption. Evidence from independent sources, such as trade journals or independent studies by consultants, is 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 subconsultant 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 subconsultant 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 subconsultant is terminated, or fails to complete its work on the Contract for any reason, SEPTA will require the prime contractor to make good faith efforts to find another DBE subconsultant to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same dollar value of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established by SEPTA.

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 subconsultant(s) will commence and complete work on the project, at such times as prescribed by SEPTA's DBE Program Office
3. The Contractor shall keep a regular accounting of actual expenditures of funds made under all contract an subcontract agreements with DBEs; specifically, an accounting of the actual amount of DBE expenditures for each contract. **The Contractor shall submit a DBE Invoice Payment Report to SEPTA with each invoice or request for payment from SEPTA.**
4. The Contractor shall submit monthly reports of actual contract expenditures to DBE's by the Contractor. This information must be submitted electronically via SEPTA's website (<http://bizweb.septa.org/bizwebsepta>).
5. The Contractor and subconsultant(s) shall permit access to their books, records and accounts by SEPTA (or its designated representative) or the Federal Transit Administration (FTA) for the purpose of investigation to ascertain compliance with these specified requirements. Such records shall be maintained by the Contractor in a fashion which is readily assessable to SEPTA and/or the FTA for a minimum of five (5) years following completion of this Contract.
6. With regard to any claim or dispute with respect to payment of a subconsultant 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 subconsultant(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]



REQUEST FOR PROPOSAL

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION SCHEDULE

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

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

PROJECT NAME: _____

PROPOSAL NO.: _____

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

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

(Type or Print all information)

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

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

(Type or Print all information)

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

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

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

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

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

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



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

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

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

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

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

Company Official: _____
(type or print)

(signature)

Title: _____
(type or print)

Date: _____



SEPTA

**NON-DBE PARTICIPATION SCHEDULE
(Request for Proposals)**

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

PROJECT NAME: _____

RFP NO.: _____

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

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

(Type or Print all information)

Name of Proposer: _____
(type or print)

Tele. No.: () _____

Email: _____

Contact: _____
(type or print)

Title: _____

Signature: _____

Date: _____

MUST BE PROVIDED ON BIDDER'S OFFICIAL LETTERHEAD

RE: DBE PARTICIPATION - COMMITMENT/CONFIRMATION
SEPTA Sealed Bid
No. _____

Project Name: _____

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

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

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

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

_____ Bidder's Representative Name/Title (<i>please type or print</i>)	_____ Signature	_____ Date
---	--------------------	---------------

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

Attachment 7

SEPTA Solicitation Statistics



SEPTA SOLICITATION STATISTICS

Dear Contractor/Consultant/Subcontractor/Subconsultant:

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

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

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

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

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

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

Annual Gross Receipts of the Firm: *(check one)*

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

Project Name:	_____	Bid Number:	_____
Name <i>(Type or Print):</i>	_____	Date:	_____
Title:	_____		
Signature:	_____	Telephone No.:	() _____
Email Address:	_____	Facsimile No.:	() _____

Rev 092410

Attachment 8

Project Progress

And

Performance Evaluation Form

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

PERFORMANCE EVALUATION (Other than Architect/Engineer)

(Continuation from previous page)

Consultant:

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

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

Attachment 9

Certification Regarding Compliance

With

Immigration Reform and Control Act of 1986

Certification Regarding Compliance with Immigration Reform and Control Act of 1986

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

1. Contractor has and will continue to comply with, for the duration of this Contract, the requirements of 8 U.S.C. § 1324a with respect to the hiring, recruiting or referral for employment of an alien in the United States of America.
2. Contractor will:
 - 1) Complete the Employee Eligibility Form (I-9) for each person that it hires
 - 2) Utilize the electronic employment verification system ("E-Verify") designated in Executive Order 12989, and shall keep each I-9 Form on file for at least three (3) years, or one (1) year after employment ends, whichever is longer.
3. Contractor shall require that the provisions of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the parties entered into this Contract. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Act 43 of 2006, the Illegal Alien Labor on Assisted Act also known and cited as the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Signature: _____

Company Name: _____

Title: _____

Date: _____

[END OF SECTION]

Attachment 10

Commonwealth of Pennsylvania Contract Requirements

Commonwealth of Pennsylvania Contract Requirements

I. Nondiscrimination Clause

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the Contract on account of gender, race, creed, or color.
- C. Contractor and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- D. Contractor shall not discriminate by reason of gender, race, creed, or color, against any subcontractor or supplier who is qualified to perform the work to which the Contract relates.
- E. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or subcontractor shall furnish such information on reporting forms supplied by SEPTA or the Bureau of Contract Administration and Business Development.
- F. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provision will be binding upon each subcontractor.
- G. The Commonwealth or SEPTA may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Commonwealth and/or SEPTA may proceed with debarment or suspension and place a record of the action regarding the Contractor in the Commonwealth Contractor Responsibility Files.

II. Contractor Responsibility

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

1. The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
2. The Contractor must also certify, in writing, that as of the date of its execution of any Commonwealth contract, it has no tax liabilities or other Commonwealth obligations.
3. The Contractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state governmental entity. Such notification shall be made within 15 calendar 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 contract 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**

[END OF SECTION]

Attachment 11

SEPTA EEO/AA Contractual Requirements

SEPTA EEO/AA Contractual Requirements

Nondiscrimination:

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

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

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

[END OF SECTION]