

REQUEST FOR PROPOSAL
FOR
ARCHITECTURAL/ENGINEERING SERVICES
FOR
VALUE ENGINEERING CONSULTANT SERVICES
(VEC-2020)

**REQUEST FOR PROPOSAL
A/E SERVICES**

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**REQUEST FOR PROPOSAL
A/E SERVICES**

SECTION 1 - INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1.01 GENERAL INFORMATION:

- A. You (hereinafter referred to as "Proposer") are requested to submit a formal proposal (hereinafter referred to as "Proposal") for the required services detailed in Section 7 (hereinafter referred to as "Project") 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, provided that the additional information does not cause its Proposal to exceed the maximum number of pages prescribed in I - E below.
- B. SEPTA Solicitation Statistics Form for DBE and Non-DBE Consultants/Subconsultants, and 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 an agreement (hereinafter referred to as "Agreement") and shall be submitted to the Southeastern Pennsylvania Transportation Authority (hereinafter referred to as "SEPTA") in writing, in the time and in the manner described herein.
- C. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired. Elaborate art work, expensive paper and bindings and other expensive visual and other presentation aids are neither necessary nor wanted. If a Proposer feels compelled to submit brochures and other presentations related to its corporate history, it should be submitted in a separate binder and clearly marked as to its contents.
- D. No discussion of scope understanding and project approach sections shall together exceed pages in length. The narrative shall be in Microsoft word and should use the font CG Times 11 cpi for consistency. Top and bottom margins shall be set at the beginning of each section, a one line footer shall be allowed, and page numbering shall be sequential.

Exceeding the number of pages for these sections may result in SEPTA reducing the score given to these sections.

1.02 FORM OF PROPOSAL:

The Proposal must address all items set forth in Section 7, "Scope of Services", and shall be submitted in two (2) separately bound sections, the Technical Proposal and the Cost Proposal, pursuant to II B. in the Cost Proposal Section:

- A. **Technical Proposal.** This shall include but shall not be limited to the following information:
 - 1. A statement concerning Proposer's interpretation of the Project objectives.
 - 1. 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.

3. A Project organization chart identifying Proposer's manager of the Project and all other project personnel, except for drafting/CADD and clerical personnel. The Proposer's organization chart shall identify those staff people that the Proposer consider to be "Key Personnel." Resumes shall be provided identifying the qualifications and experience of the proposed manager of the Project and all key personnel. **Except as specified in Paragraph 5. of the Agreement attached as Appendix 1, SEPTA will not permit a change in the manager of the Project or key personnel after award, if any, to the successful proposing firm.**
4. Based on the schedule set forth in RFP, include a schedule for the completion of services for the Project. This shall include a breakdown of estimated man-hours, by position classifications, for each task identified in RFP Section 8. A separate manpower utilization schedule shall also be prepared by Proposer to show the start dates and duration for all of Proposer's manpower. Man-hours by position classification for each task shall be linked to this schedule. Specific salaries and fees shall not be included.
5. A summary of the Proposer's qualifications and experience directly related to the Project shall be submitted on the SEPTA Architect-Engineer's Qualification Form.
6. If the Proposer is a joint venture, then a copy of any written agreement or understanding which exists between the members of each party to the joint venture shall be included as part of the Technical Proposal. If no written agreement or understanding exists, then the joint venture shall include in its Technical Proposal a written statement explaining how the joint venture will fulfill the requirements of the Agreement included as Appendix 1 of this RFP. Such explanation shall fully discuss and identify the responsibility of the joint venture for performing the services, providing the required insurance and providing coverage for the Agreement required indemnification of SEPTA.
7. Proposer shall provide certificates of insurance and sample policies evidencing its compliance with the Professional Liability Insurance requirements set forth in RFP Section 1. IV. E.
8. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions (If Cost Proposal is \$25,000 or more)**

Suspension and Debarment

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

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

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

9. **DISCLOSURE OF CONFLICTS OF INTEREST:** It is the policy of SEPTA to award consulting contracts for planning, design, project/construction management and/or technical services to only those Proposers whose objectivity is not impaired because of any related past, present or planned interest, financial or otherwise, in organizations whose interests may be substantially affected by SEPTA contracting activities. To implement this policy, the following shall take place:

- A. Proposer shall provide a statement in its proposal that describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with any organization whose interests may be substantially affected by SEPTA activities, and which is related to or could financially benefit from the work under this solicitation. The interest(s) described shall include those of the Proposer, its affiliates, clients both past and present, proposed subconsultants, proposed subcontractors and key personnel of any of the organizations. Past interest shall be limited to no more than one (1) year from the date of the Proposer's technical proposal. Key personnel shall include any person owning more than 20% interest in the Proposer's organization or of a proposed subconsultant or subcontractor, including the corporate officers of any of these firms, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of an affected organization.
- B. The Proposer shall describe in detail why it believes, in light of the interest(s) identified in (A) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.
- C. In the absence of any relevant interest identified in (A) above, the Proposer shall submit in its proposal a statement certifying that to the best of its knowledge and belief no affiliation exists that presents a possible conflict of interest. The Proposer must obtain the same information from potential subconsultants prior to award of a subcontract.
- D. SEPTA will review the statement submitted and may require additional relevant information from the Proposer. All such information, and any other relevant information known to SEPTA, will be used to determine whether an award to the Proposer may create a conflict of interest. If any such conflict of interest is found to exist, SEPTA may (1) disqualify the Proposer, (2) if the problem exists with a proposed subconsultant/subcontractor, allow the Proposer to offer a substitute subconsultant/subcontractor, or (3) determine that it is otherwise in the best interest of SEPTA to contract with the Proposer and include appropriate provisions in the Agreement to mitigate or avoid such conflict in the awarded contract.
- E. Refusal by the Proposer to provide the disclosure or representation, or any additional information required, may result in disqualification of the Proposer for award. If non-disclosure or misrepresentation is discovered after award, the resulting contract may be terminated for cause. If after award the Consultant discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure of the conflict, together with a description of the action the Consultant has taken, or proposes to take, to avoid or mitigate such conflict shall be submitted to SEPTA's Contract Administrator within five (5) working days after the discovery of the conflict of interest by the Consultant. SEPTA may require the Consultant to take further action(s) beyond what the Consultant has proposed to avoid or mitigate the conflict of interest.

10. Proposer shall submit a signed Certification Regarding Lobbying as set forth in Appendix 5 to this Request for Proposal. See Appendix 1, Agreement, Exhibit A, Federal Transit Administration (FTA) Required Provisions For Contracts, for more information.

B. **Cost Proposal:** The cost of performing all of the SEPTA required scope of services must be detailed in the Cost Proposal. The Cost Proposal will be submitted to SEPTA as a separate document, in a separate sealed envelope, and at the same time as the Technical Proposal. The Cost Proposal shall include four (4) Cost Schedules— one for each year of the three-year contract and a fourth in the event that work progresses into a fourth year. The Cost Schedules shall include the unit costs for all services to be provided by consultant and subconsultants. **Cost Proposals which exclude or restrict cost items necessary for a Proposer to perform the SEPTA required scope of services are not acceptable and may be considered by SEPTA as non-responsive to the RFP.**

The following items shall be included in the Cost Proposal:

1. **Direct Labor Costs:** Proposer shall provide minimum and maximum hourly rates for each job classification based on the actual salary rates and ranges for all personnel. For Agreements with extended time durations, the Proposer may include projected increases to these rates applicable to the performance of services during such extended time periods. The assumptions used in the development of these extended rates shall be provided by Proposer in the Cost Proposal.
2. **Other Direct Costs:** Proposer shall provide a detailed breakdown for all projected travel expenses, materials and other direct costs.
3. **Maximum Overhead Burden Rate:** Proposer shall include a detailed breakdown of its current or most recently audited overhead rates including the applicable general and administrative rate. See Section 2. If these differ from the rates proposed, then justification for such variation must be included in the Cost Proposal. In cases where individuals will work under SEPTA's direct supervision and/or on SEPTA property, SEPTA expects to pay the Consultant a lower overhead rate, which is also to be included in the Cost Proposal. All conditions governing when the lower overhead rate will apply should be clearly stated.
4. **Proposed Fixed Fee Rate:** SEPTA reserves the right to negotiate the actual fee. See Section 2.
5. **Subconsultants/Subcontractors:** Proposer shall provide the same documentation for each of its subconsultants/subcontractors, including individual contract employees (i.e., individuals who are not regular employees on the payroll of the Consultant or of its proposed subconsultants/subcontractors).
6. **The requirements of the Agreement included as Appendix 1 of this RFP should be carefully reviewed by Proposer prior to preparation of its Cost Proposal. In preparation of its Cost Proposal, Proposer must assume that SEPTA will not make modifications to the terms of the Agreement as attached. The Agreement defines in Paragraph 9. The allowable cost standards which will be applicable. SEPTA's determination of the allow ability of costs shall be final.**

1.03 Responsibility of Proposer

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

- A. Has adequate financial resources, or the ability to obtain such resources, as required for the satisfactory performance and completion of the contract;
- B. Provides adequate security (i.e., insurance and bonds), if required by the terms of the solicitation, to insure contract completion;
- C. Is able to comply with the required or proposed delivery or performance schedule;
- D. Has a satisfactory performance record;
- E. Has a satisfactory record or reputation of integrity; and
- F. Has the necessary skill and experience.

1.04 GENERAL REQUIREMENTS:

- A. **SUBMISSION OF PROPOSALS:** Seven (7) copies of the Technical Proposal and Seven (7) copies of the Cost Proposal shall be submitted to:

**Peter Chung – Procurement, Supply Chain& DBE Division
Southeastern Pennsylvania Transportation Authority
1234 Market Street, 11th Floor
Philadelphia, PA 19107-3780**

- B. SEPTA Solicitation Statistics Form for DBE or Non-DBE Consultants/Subconsultants Requirement

SEPTA is required to collect bidding statistics regarding **all** firms bidding on prime contracts and subcontracts on DOT-assisted projects in accordance with Federal Regulation 49 CFR 26.11. Please include copies of this form (Appendix 9) for each DBE and Non-DBE with your proposal package.

- C. Disadvantaged Business Enterprise (DBE) Participation Requirement

In connection with this solicitation and any resulting contract, SEPTA has established the following goals for Disadvantaged Business Enterprise (DBE) participation:

General DBE Goal: 16% the total dollar value (Total Price)

The Proposer is required to submit a properly executed DBE participation Schedule for each DBE subconsultant identified to participate in the Contract as part of its technical proposal:

- (i) The names and addresses of DBE firms that will participate in the Contract;
- (ii) A description of the work that each DBE will perform; and
- (iii) The percentage of participation of each DBE firm participating.

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:

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

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

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

See the DBE Participation Appendix 2 for additional information.

- D. **RIGHTS RESERVED BY SEPTA:** SEPTA expressly reserves the right 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 Agreement is made as a result of these Proposals, it will be made on the basis of the Proposal which best satisfies the intent of the RFP and other factors considered in the best interest of SEPTA. SEPTA is not liable for any expenses incurred by Proposer(s) in the development of its Proposal or any subsequent activity related to the Proposal.

Any Agreement to be entered into pursuant to this RFP is subject to financial assistance grants between SEPTA, the United States Department of Transportation, Federal Transit Administration (FTA), and the Pennsylvania Department of Transportation, and must conform to the requirements thereof.

- E. **MODIFICATIONS TO SEPTA'S FORM OF AGREEMENT:** If an award of Agreement is made as a result of this RFP, the proposed form of Agreement which the Proposer will be required to execute is included in Appendix 1 of this RFP, and the Proposers are urged to review the Agreement carefully. **SEPTA may, at its sole discretion, consider minor modifications to the terms of the proposed Agreement provided the Proposer specifically requests such modifications in the Technical Proposal.**

The Agreement 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 part of the negotiation process (see RFP Section 5, "Selection Process"), SEPTA may elect to consolidate the services described in the RFP and the Proposal into a single document. The single document shall then become an Exhibit to the Agreement instead of the RFP and Proposal. In no event will SEPTA reduce the scope of services required by this RFP during the negotiation process. SEPTA expressly reserves the right to approve and/or modify, at its sole discretion, both form and substance of any written Agreement entered into pursuant to this RFP.

- F. **INSURANCE:** Proposer and its subcontractor(s)/subconsultant(s) shall be required to provide, **at their own cost and expense**, (i.e., SEPTA will not pay for such insurance as a direct cost but will pay for such insurance through overhead allocations, subject to the requirements of the Agreement, attached as Appendix 1), Workers' Compensation Insurance not less than \$1,000,000 per accident; General Public Liability coverage with a limit of not less than \$1,000,000 combined single limit per occurrence/claim (Note: All insurance carriers providing this coverage shall have an A.M. Best Rating of "B+" or greater). If this coverage is written on claims made basis, there shall be a three (3) year discovery endorsement. Also, there shall be no prior act coverage restriction for any period covered under this contract); Automobile Liability coverage with a limit of not less than \$1,000,000 combined single limit per claim; Products Completed Operations Liability not less than \$2,000,000 combined single limit per occurrence; General Aggregate not less than \$2,000,000 annual aggregate; Personal and Advertising Liability not less than \$1,000,000 combined single limit per occurrence; umbrella/Excess Liability not less than \$1,000,000 combined single limit per occurrence; Umbrella/Excess Aggregate not less than \$1,000,000 annual aggregate; Architects and Engineers/Professional Liability with a limit of not less than \$2,000,000 per occurrence/claim; Architects and Engineers/Professional Aggregate not less than \$2,000,000 annual aggregate. The successful Proposer shall be required to maintain this limit of coverage for three (3) years after completion of the Project.

Requests from Proposer(s) who are submitting a Proposal for reductions in the amount of Architects and Engineers Professional Liability Insurance to be carried by Proposer to less than \$2,000,000 will not be considered by SEPTA.

SEPT A is to be included as additional insureds on all insurance liability coverages, excluding workers compensation and Professional Liability. SEPT A must be provided with declaration pages and policies that demonstrates compliance with these requirements as well as all times and other mandated aspects of coverage. Proposer may not have any self-insured retentions above a \$50,000 limit.

- G. **PERFORMANCE EVALUATION:** SEPTA's Procurement Manual requires the formal performance evaluation of all Consultant Agreements over \$25,000. See Appendix 7.
- H **SEPTA Bid/Proposal Protest Procedure:** Bid/proposal protests relative to this procurement will be reviewed and adjudicated by SEPTA in accordance with the attached Bid/Proposal Protest Procedure.

[END OF PAGE]

SEPTA BID/PROPOSAL PROTEST PROCEDURE

1.0 PURPOSE

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

2.0 DEFINITIONS

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

3.0 TYPES OF PROTESTS/ TIME LIMITS

- 3.1 **Pre-Bid/Proposal** Protest is based upon alleged restrictive specifications or alleged improprieties in SEPTA's procurement process. A Protestant must file a pre-bid/proposal protest no later than five (5) days prior to bid opening date by 4:30 p.m. Philadelphia prevailing time.
- 3.2 **Pre-Award** Protest is based upon alleged improprieties of a Bid/Proposal. A Protestant must file a pre-award protest no later than five (5) days after the Protestant knows or should have known of the facts giving rise thereto by 4:30 p.m. Philadelphia prevailing time.
- 3.3 **Post-Award Protest** is based upon the award of a contract. A Protestant must file a post-award protest no later than five (5) days after the notification to the unsuccessful firms of SEPTA's intent to award, or no later than five(5) days after an unsuccessful firm becomes aware of SEPTA's intent to award a contract, whichever comes first, by 4:30 p.m. Philadelphia prevailing time.

4.0 CONTENTS OF PROTEST

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

5.0 ACTION BY SEPTA

5.1 Procurement Process Status

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

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

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

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

5.3 Response to the Protest

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

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

5.4 Rebuttal to SEPTA Response

The Protester may submit a written rebuttal to SEPTA's response, addressed to the Assistant General Manager of Procurement, Supply Chain & DBE, but must do so within five (5) days after receipt of the original SEPTA response. SEPTA will not address new issues raised in the rebuttal. After receipt of the Protester's rebuttal, the Assistant General Manager of Procurement, Supply Chain & DBE 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 Assistant General Manager of Procurement, Supply Chain & DBE, may result in determination of the protest without consideration of the additional information if subsequently produced. If any Interested Party requests information from another Interested Party, the request shall be made to SEPTA's Assistant General Manager of Procurement, Supply Chain & DBE, and, if SEPTA so directs, shall be complied with by the other party within five (5) days.

5.6 Request for Reconsideration

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

5.7 Decision

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

6.0 CONFIDENTIALITY OF PROTEST

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

7.0 FEDERAL TRANSIT ADMINISTRATION (FTA) INVOLVEMENT

Where procurements are funded by the FTA, 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. Any protest to the FTA must be filed in accordance with FTA Circular 4220.1F.

SECTION 2 - METHOD OF COMPENSATION

- 2.01 Reimbursement for services provided for the Project shall be made on a cost-plus-fixed-fee basis, provided that the total actual and allowable cost for performance of all services under the Agreement shall not exceed a set maximum amount of \$1,600,000 (the "Total Contract Price").
- 2.02 Proposer shall submit the Cost Proposal in accordance with Section 1 and Appendix 3 of this RFP, utilizing Contract Pricing Proposals (Cost Plus Fixed Fee Contracts) and shall outline the cost of direct labor, salary related overhead, general administrative overhead, and other reimbursable costs to develop a cost-plus-fixed-fee contract. The fixed fee as applied to direct cost is restricted by Federal procurement standards to a maximum of ten percent (10%) of the direct labor cost and applicable overhead, and a maximum of five percent (5%) of subcontractor/subconsultant costs. Fixed fees are negotiable within parameters of the Federal guidelines.

It is emphasized that the selected Proposer will be obligated to complete all services within the Total Contract Price.

- 2.03 **METHOD OF PAYMENT:** To clarify the issue of Method of Payment as it will be interpreted by SEPTA, be advised that payments will be made in accordance with Paragraph 8 of the Agreement (see Appendix 1) only for that portion of services deemed actually and satisfactorily performed to date by Proposer. SEPTA's Project Manager will have discretion whenever a dispute arises, and the Project Manager's decision shall be binding on both parties for payment matters of this kind. Proposer's attention is also directed to the Billing Guidelines, which are attached to the Agreement included in Appendix 1, to which Proposer will be required to adhere.

Five percent (5%) of each invoice payment shall be withheld by SETPA until the services required by the entire agreement or its individual phases/task, as applicable, are satisfactorily performed by consultant and accepted by SEPTA.

SECTION 3 - ORGANIZATION CHART

- 3.01 The Proposer is to include an organizational chart(s) based on its understanding of the services required by SEPTA as set forth in this RFP. The organization chart(s) shall clearly identify the Project Manager and key personnel. The chart(s) shall illustrate the organizational lines of communication to be established to facilitate project management and control.
- 3.02 All personnel proposed to be utilized on this contract with the exception of drafters, technicians and clerical will be shown on the organization chart(s) and shall be identified by name, Project responsibility, or position and the firm with which they are associated. For joint ventures, the individual's originating firm shall be shown.

SECTION 4 - RESPONSIBILITY OF SEPTA AND OTHERS

4.01 SEPTA:

A. PROJECT MANAGER.

SEPTA will provide a Project manager (hereinafter referred to as "SEPTA's Project Manager") and management team which shall provide the technical direction of the Project. The SEPTA team shall also monitor and review the progress of the Proposer's services in order to aid in the program coordination. The participation by SEPTA's Project Manager shall not relieve the Proposer from its obligations under the terms of the Agreement.

B. CONTRACT ADMINISTRATOR.

SEPTA will also provide an administrator for the Agreement (hereinafter referred to as "SEPTA's Contract Administrator"). All changes in the services to be performed must receive the **prior written authorization of SEPTA's Contract Administrator.**

C. SEPTA will provide sufficient information regarding each proposed work authorization for the Consultant to develop a clear understanding of the scope of work to be performed.

D. SEPTA will provide the Consultant with access to pertinent project documents, as determined to be such by SEPTA, and will provide copies of those documents requested by the Consultant.

E. For services performed by the Consultant that will result in SEPTA advertising bids for purchases, sales, or services, SEPTA will furnish the Consultant with the SEPTA standard contractual forms and requirements including Division 1 standards that are to be utilized by the Consultant in the preparation of bidding documents. **It is the responsibility of the Consultant to make certain that SEPTA standard contractual forms and the Consultant's technical specifications are in full conformance with each other.**

F. SEPTA or its representatives will provide field supervision when required.

4.02. OTHERS:

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

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

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

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

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

Any delay in submitting the required plan or updates to SEPTA may delay the contract award or the work.

*Typical Evaluation Criteria
A/E Requests for Proposals*

SECTION 5 - SELECTION PROCESS

5.01 Evaluation Criteria:

The following criteria will be used for the evaluation of Proposals. The relative importance of the criteria is indicated by the order in which they are placed, highest value ones at the top of the list:

A. **Professional Qualifications-** specialized experience and technical competence of the Project team, including the roles and responsibilities of individuals;

Has the Consultant:

1. Appointed a Project Manager (PM) who possesses the appropriate education, technical and administrative experience necessary and has managed similar work?
2. Assigned key project team members with appropriate professional qualification, significant past experience and technical competence in key areas and/or within the organization structure?
3. Committed to assign the PM and other key project personnel to complete the work of the Contract?
4. Required the sub-consultants to assign project team members with appropriate professional qualifications, significant past experience, and technical competence as detailed in the various project tasks?

B. **Project Approach-** interpreting the Project objectives and in describing the services to be provided;

Has the Consultant:

1. Demonstrated a clear understanding of the RFP by providing explicit interpretation of the Project's goals and requirements?
2. Established a Clear and Logical approach for the performance of all tasks?
3. Provided a distinct Quality Assurance/Quality Control approach for the VEC Program?
4. Addressed and committed to complete all tasks listed in the RFP?
5. Added specific tasks and/or procedural commitments that will improve or more completely accomplish SEPTA's goals – with a commitment to do this additional work?
6. Clearly outlined and defined the division of work tasks between the Consultant and Subconsultants/Subcontractors, and also, if applicable, their joint venture partners?

- C. **Project Design Team & Organization-** capacity to accomplish the services in the required time considering the Project team and its organization and the man-hour estimate; and

Has the Consultant:

1. Staffed the project in a manner as required to insure efficiency and control of the work?
2. Clearly outlined and defined the division of work tasks between the consultant and the named subconsultants and also, if applicable, their joint venture partners?
3. Successfully work together on past projects with other members of the joint venture/subconsultants?
4. Satisfactorily described the method of project control including design budget, critical path, cash flow, schedule, and method of reporting and progress meetings?
5. Demonstrated a clear and definitive commitment to achieving the Disadvantaged Business Enterprise (DBE) Participation goal associated with this Proposal.

- D. **Location-** of the Proposer in the general geographic area of the Project and knowledge of the locality of the Project.

Has the Consultant:

1. Does the Consultant and Sub-Consultants have a general knowledge of the Philadelphia Metropolitan area and SEPTA?
2. Does the Consultant have a local office in the Metropolitan Area and/or proven in the project approach and/or organization that they have the ability to react quickly to SEPTA's project needs?

- E. **Experience Verification-** or past performance on other relevant projects/contracts with SEPTA, with other government agencies and in private industry. SEPTA will perform reference checks for each firm. Although the reference checks will not be scored per se, they will be used to validate information contained in the Technical Proposal.

- The Consultant's and Sub-Consultant's successful completion of similar work for SEPTA and/or other transit agencies.
- The Consultant's and Sub-Consultant's demonstrated stability and competency through repeat business and successfully meeting their contractual obligations with SEPTA and/or other clients.

5.02 Selection:

The SEPTA staff will review the Proposals based on the above criteria and develop a listing, in order of preference, of the firms considered most highly qualified to perform the services. SEPTA may also request additional information as it deems necessary from any Proposer. Proposers may be required to hold discussions with the SEPTA staff. Following this technical evaluation, SEPTA will initiate negotiations, if any, with the Proposer receiving the highest technical rating. The negotiations will be to finalize all terms and conditions of the Agreement, including the Total Contract Price and the rate of retainage. If a mutually satisfactory Agreement cannot be negotiated, SEPTA will obtain a written best and final offer from the Proposer, and if it is still unacceptable, SEPTA will notify the Proposer that negotiations have been terminated. SEPTA will then initiate negotiations with the next highest technically rated Proposer. This procedure shall be continued until a mutually satisfactory Agreement has been negotiated or negotiations have failed with all Proposers who submitted technically acceptable proposals.

5.03 Award

- A. An award, if any, will be authorized in accordance with SEPTA's procedures.
- B. SEPTA will make an award, if any, only to a firm that has been determined by SEPTA to be responsive and responsible.

SECTION 6 – PROJECT BACKGROUND

6.01 PROJECT BACKGROUND

The Southeastern Pennsylvania Transportation Authority (hereinafter referred to as “SEPTA”) plans to engage a Value Engineering Consultant (VEC) for a three (3) year period to provide value engineering services, cost estimating/cost confidence reviews, and constructability analyses. The VEC will be engaged on a non-minimum retainer basis to provide value engineering and related services to SEPTA as needed. The maximum cost of this proposed Agreement has been established at \$1,600,000.

SEPTA is normally engaged in numerous capital grant projects to construct or rehabilitate rail and bus facilities and acquire rolling stock. Value engineering could be applied to many of these projects during the design stage to realize cost savings. In some cases, value engineering is a required condition imposed upon SEPTA by its grantors. The Pennsylvania Department of Transportation, through its Mass Transit Capital Assistance Program, requires grantees to perform value engineering of project designs when the estimated cost of construction exceeds \$1,000,000 and on certain other projects as identified in grant agreement. The Federal Transit Administration also requires value engineering be performed in selected cases.

From time-to-time, SEPTA finds it desirable to have verifications of cost estimates performed of preliminary construction cost estimates developed for proposed capital projects. The VEC may be called upon to perform and/or verify cost estimates. All cost estimating is to be performed in accordance with standard SEPTA estimating procedures. Likewise, SEPTA may call upon the VEC to perform constructability reviews either separately or as part of a value engineering assignment for a wide range of projects under a single contract.

6.02 PURPOSE

The Consultant is to provide the Southeastern Pennsylvania Transportation Authority (“SEPTA” or “Authority”) with value engineering consultant services in support of the Authority’s Capital Program.

Section 7 provides the VEC Scope of Work including the VEC administration responsibilities and an outline of the projects/engineering services which the Consultant will be expected to perform. These are indicative of the general scope of work and professional expertise that are expected of the Consultant over the anticipated life of the Contract.

SECTION 7 – SCOPE OF WORK

7.01 VEC ADMINISTRATION

- A. SEPTA's Assistant General Manager, Procurement, Supply Chain and DBE Division is ultimately responsible for the administration of the Value Engineering Consultant (VEC) Services contract and for managing all Consultant activities. The Assistant General Manager will designate a SEPTA Contract Administrator. It will be this individual's responsibility to administer the day-to-day coordination and interfacing requirements of the contract. Each individual Value Engineering Services Project/Task will also have a SEPTA Project Manager who will be responsible for the technical aspects of that project; however, for continuity and overall contract accountability each SEPTA Project Manager will work through the office of the SEPTA Contract Administrator to assure the orderly progression of work in accordance with contractual requirements.
- B. **The Consultant must be capable of a timely response to SEPTA requests for value engineering services at all times during the term of the contract. The importance of this ability, as well as the capacity to effectively and efficiently undertake several tasks simultaneously, cannot be over emphasized.**
- C. Each proposed VEC Services Project shall have a specific scope of work, schedule, assigned engineering personnel, and a total maximum cost established that is satisfactory to both SEPTA and the Consultant, prior to the commencement of work. The normal procedures that will be followed to initiate work on each assigned project are as follows:
 - 1. SEPTA initiates a Request for Design Fee Proposal (Proposal Request). This document requests the Consultant to submit a technical and cost proposal for engineering services. The Proposal Request shall contain the SEPTA VEC Services Project identification number and name, the scope of services requested, identification of the SEPTA Project Manager, the required time of performance, and a list of task deliverables.
 - 2. Within two (2) weeks of the Consultant's receipt of the Proposal Request, SEPTA and the Consultant will meet to review the task scope. At this meeting SEPTA will review the scope of work for the benefit of the Consultant. The Consultant should be prepared to ask questions regarding the scope of work, raise any objections it may have with the scope and deliverables, schedule, and offer recommendations for improving the scope of work. The Consultant should have its preliminary cost estimate prepared for discussion.
 - 3. The Consultant submits a formal proposal to the SEPTA Contract Administrator by the date specified in the Proposal Request or agreed to at the scope review meeting. Proposals must identify any work items changed by mutual agreement from the SEPTA scope of work, assigned personnel, detailed manhour breakdown by task, and cost proposal (Optional Form 60 or other SEPTA approved form is to be used). SEPTA reserves the right to reject personnel on any proposal.
 - 4. If SEPTA cannot approve a proposal for any reason, SEPTA and the Consultant may schedule a negotiation meeting for the purpose of trying to arrive at a mutual agreement concerning the issue or issues responsible for SEPTA not approving the proposal as submitted. These meetings, if held, will be normally

scheduled no later than two (2) weeks following SEPTA's receipt of the proposal.

5. Upon SEPTA approval of the proposal, SEPTA will issue a Task Work Authorization that will incorporate both the SEPTA scope of work and the proposal in an agreement for the performance of the particular task or assignment. The Consultant is to commence work immediately upon receipt of the Task Work Authorization (TWA). The Task Work Authorization will be issued to the Consultant normally within one (1) calendar week of the SEPTA decision to accept the proposal. If for any reason SEPTA and the Consultant cannot reach agreement on the particulars of a project or the project is cancelled for other reasons, SEPTA will so notify the Consultant in writing.
 6. Under the terms of the Agreement, the cost established in the TWA shall be the maximum cost, which shall not be exceeded unless agreed to by SEPTA prior to incurring extra costs and duly approved by SEPTA in the form of an amended Task Work Authorization.
 7. It is the objective of SEPTA to have a Task Work Authorization approved within four (4) to eight (8) weeks from the issuance of the proposal request to the Consultant, dependent on the complexity and size of the task. The Consultant will be expected to assist SEPTA in meeting this objective. **Under certain circumstances the normal four (4) to eight (8) week approval schedule may be accelerated to meet a special need.** In such cases some or all of the normal procedures may be initiated verbally, including authorization for work to commence. Only the Assistant General Manager, Procurement, Supply Chain and DBE Division, the Contract Administrator, or another properly designated SEPTA employee has the authority to issue a verbal TWA. Under no circumstances does a Project Manager have authority to issue a verbal TWA. A verbal TWA will be promptly confirmed in writing.
 8. The SEPTA Contract Administrator has the authority to direct the Consultant to provide services by issuing a Limited Work Authorization (LWA) or amending a TWA without first requiring a formal proposal from the Consultant and/or without obtaining the approval of the Assistant General Manager, Procurement, Supply Chain and DBE Division, **provided the total cost of such work does not exceed \$10,000.**
- D. The overall schedule for the Value Engineering Consultant Services Contract is 36 months from Notice to Proceed. Task Work Authorizations may be approved at any time during this period.
- E. **The Consultant will provide multi-disciplined value engineering services to SEPTA on a non-minimum retainer, as-needed basis. Section 7.02 (below) provides a description of the anticipated Value Engineering Consultant Services to be provided under this contract.**

A. The Value Engineering Consultant (VEC) will provide value engineering services to SEPTA on a non-minimum retainer, as-needed basis. The VEC will propose staff that have sufficient expertise, professional experience and specific knowledge of, but not necessarily limited to: rail and bus passenger facilities, rail and bus maintenance facilities, trackless (trolley bus) line passenger and maintenance facilities, and, light, heavy and commuter rail infrastructure. It is anticipated that the services required will include the following:

1. Application of value engineering to the following engineering and design related disciplines:
 - a. Civil
 - b. Architectural
 - c. Mechanical
 - d. Electrical
 - e. Structural
 - f. Interior Design
 - g. Acoustical/Vibration
 - h. Environmental Science
 - i. Signals & Communications
 - j. Power including Electric Traction Substations and Static Frequency Converters
 - k. New Payment Technologies
 - l. Industrial Engineering
 - m. Heating, Ventilation & Air Conditioning
 - n. Geotechnical
 - o. Equipment including Vehicle Wash Systems
 - p. Cost Estimating
 - q. Scheduling
 - r. Sustainability/LEED

(Note: The above listed disciplines are not necessarily all inclusive. The VEC may find it necessary to provide the services of other technical disciplines during the life of the Agreement to accommodate the needs of particular assignments).

2. Review of existing designs, by components, by multi-disciplined team to identify items where potential cost savings could be significant. Generally recognized value engineering procedures are to be followed. SEPTA will normally have value engineering performed when a design has reached 30% of completion. There will be cases, however, when the VEC will be called upon to perform value engineering at a later or earlier stage of design, depending upon SEPTA's objectives in having value engineering performed.
3. Preparation of "cost-worth" analyses; the "cost" of an item being the designer's estimate and "worth" being the commonly accepted least cost alternative that essentially performs the same function.
4. Recommendations of alternatives that, in the VEC's judgement, result in substantial cost savings without jeopardizing primary functions. The VEC could also be called upon to review Value Engineering recommendations submitted to SEPTA by its contractors.

B. OTHER SERVICES

1. Perform constructability analyses from the perspective of a bidder to determine the adequacy of specifications and construction cost estimates.
2. Develop construction cost estimates and/or cost confidence analyses. This could involve reviewing cost estimates prepared either by SEPTA's technical staff or SEPTA's design consultants. All cost estimates are to be developed in accordance with SEPTA standard cost estimating procedures and format, which will be provided to the VEC by SEPTA.
3. Develop and conduct value engineering seminars for SEPTA staff.
4. Risk Assessment/Risk Analysis of select capital projects including risk identification, classification and mitigation including quantitative risk analysis on major capital projects.

**REQUEST FOR PROPOSAL
A/E SERVICES**

APPENDICES

1. Consultant Agreement
 - Exhibit A - Federal Transit Administration (FTA) Required Provisions For Contracts
 - Exhibit B - State Contract Requirements
 - Exhibit C - SEPTA EEO Requirements
 - Billing Guidelines
2. DBE Participation Sections and Schedules
3. Contract Pricing Proposal (Cost Plus Fixed Fee Contracts)
4. Architect-Engineer Qualifications Questionnaire
5. Certification Regarding Lobbying
6. Certification Regarding Compliance with Immigration Reform and Control Act of 1986
7. Sample Project Progress and Performance Evaluation
8. Certificate of Compliance with Section 109 of the Joint Resolution

APPENDIX 1
CONSULTANT AGREEMENT

**CONSULTANT AGREEMENT FOR
ARCHITECTURAL/ENGINEERING SERVICES**

THIS AGREEMENT, 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 "Consultant"), 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 **Value Engineering Consultant Services (VEC-2020)** (hereinafter known as the "Project"); and

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

WHEREAS, Consultant has agreed to comply with all requirements of the Project as set forth in the accompanying exhibits (Exhibits 1 through 2,) 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. Engaging of Consultant. SEPTA hereby agrees to engage Consultant to perform and Consultant hereby agrees to perform all the services hereinabove referenced and hereinafter described and more fully set forth in Exhibits 1 through 2, which are attached hereto and made an integral part of the Agreement.
2. Scope of Services. – Not Used
3. Time of Performance.
 - a. Consultant shall perform all the services required under the Agreement within a total of 1095 days from the effective date stated in SEPTA's Notice to Proceed.
 - b. 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 Agreement.
 - c. Consultant understands and agrees that any costs incurred prior to the effective date stated in a Notice to Proceed, even though incurred in the performance of services to be rendered under the Agreement, are not allowable costs and Consultant will not be reimbursed by SEPTA for any such costs.
 - d. Consultant shall meet all other time limits set forth in Exhibits 1 through 2.
 - e. Consultant shall promptly report to the Project Manager and Contract Administrator any delays or anticipated delays as soon as Consultant becomes aware of the same.

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

SEPTA shall provide any and all available record drawings for basic informational purposes and the Consultant, except as specifically set forth in Exhibits 1 through 2, shall be responsible for verifying such drawings against actual field conditions and assume the risk that changes may have been made over the years without being recorded and/or changed on the As-Builts.

5. Personnel To Be Used in Providing Services:

- a. Responsibility for Personnel. Consultant agrees that all personnel used in performance of the Agreement shall be considered employees of Consultant or its subcontractors/subconsultants and in no event shall any of the personnel employed in the performance of the Agreement be considered employees of SEPTA.
- b. Only Certain Employees to Perform Services. Consultant shall provide SEPTA with a list of all personnel who will perform services under the Agreement.

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

Personnel highlighted in Exhibit __ shall be considered "Key Personnel" for the performance of the required services and Consultant shall not remove or reduce the level of participation of any such Key Personnel prior to the completion of their assignment under the Agreement without the prior written approval of SEPTA.

Consultant agrees that it will perform all the services required under the Agreement using present employees of Consultant only, provided that Consultant may add additional employees to the original list of employees supplied by Consultant in the event Consultant obtains the prior written consent of SEPTA to do so in each instance. Consultant further agrees that, unless specifically approved in writing by SEPTA's Contract Administrator, none of the personnel performing services under the Agreement 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 Agreement.

- c. Interest of Consultant and Its Employees Involved in this Project Expressly Limited. Consultant agrees that it shall ensure that none of the personnel performing services under the Agreement has or shall have at any time within one (1) year following the completion of all services performed under the Agreement, above-written, any relationship, contractual or financial, with any other party involved directly in the Project. "Direct Involvement" shall, as used in this provision, be understood to include any person, real or corporate, with a beneficial or financial interest.
- d. Only Professionally Qualified Employees to Perform Services. All of Consultant's personnel providing services under the Agreement 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.

6. Consultant to Cooperate with SEPTA's Designated Project Representatives. 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 Agreement on SEPTA's behalf (sometimes collectively referred to as "Project Representatives").

Consultant shall take direction, within the scope of services contemplated by the Agreement, from SEPTA's Project Representatives in carrying out the Project but shall remain solely professionally responsible for the services. If the Consultant does not agree with such direction, it shall notify SEPTA in writing within two (2) working days of receiving such direction and it shall be a dispute within the meaning of Paragraph 34. Disputes.

7. Total Contract Price.

- a. The total SEPTA obligation to the Consultant for all services performed under the Agreement shall not exceed One Million Six Hundred Thousand Dollars (\$1,600,000) for the aggregate of all individual project assignments that will be performed as part of the Agreement. The cost of each task order project performed under the Agreement shall be separately negotiated between the Consultant and SEPTA with a mutually agreed-to maximum price established, with the Consultant being reimbursed for actual direct costs that are in conformance with the Consultant's cost proposals, the fixed fee, and the general/administrative (G&A) cost, if applicable, that shall not exceed the maximum amounts for such costs as set forth in the Consultant's cost proposal, with the only exception as set forth in 7(b) below. SEPTA does not guarantee nor make any other representations regarding the total value of work to be performed under the Agreement.
- b. In the event that any Consultant's subcontractors/subconsultants are terminated, amended or replaced, Consultant may propose to reallocate a proportionate amount of the Aggregate Fixed Fee, provided, however, that in no event may any reallocation of Fixed Fee increase the aggregate amount of Fixed Fee as stated above. Furthermore, any proposed reallocation of Fixed Fee must be submitted to SEPTA's Contract Administrator for approval. Only SEPTA's designated Contract Administrator shall have full and binding authority to approve or disapprove a request to reallocate Fixed Fee.
- c. Total Contract Price to Be Reduced in Event of Lower Cost For Completion; Fixed Fee(s) to Remain Constant Unless SEPTA Requests Reduction in Scope of Services: In the event the services rendered by Consultant under the Agreement (including any amendment thereto) are completed at a lower actual and allowable cost than the total cost set forth above, then the total cost limits set forth above shall be correspondingly reduced, providing, however, that the Aggregate Fixed Fee(s) shall be reduced only in the event of a reduction in the scope of services required by Paragraph 2, Scope of Services..

8. Method of Payment

- a. To obtain payment of a portion of the Total Contract Price, 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 (see attached Billing Guidelines). Such invoices shall not be for amounts inconsistent with the actual physical progress of the services Consultant has performed on the Project as determined by SEPTA's Project Representatives. Each invoice shall include a DBE Invoice Payment Report (a sample copy of the DBE Invoice Payment Report is attached to the Agreement). In each invoice Consultant shall:

- (1) Certify that all services described were performed in conformity with the terms of the Agreement and that it is entitled to receive the amounts specified under the terms of the Agreement in accordance with said description. Costs shall be calculated in accordance with Paragraph 9. Allowable Costs, of the Agreement.
 - (2) Present to SEPTA a written schedule of all actual direct labor costs incurred by Consultant. In no event shall the hourly rates used in calculating the actual direct labor costs exceed those stated in Exhibit 2.
 - (3) Present to SEPTA an itemized schedule for any and all direct nonpayroll costs, including subcontractor/subconsultant costs, and the amount of said costs attributable to the performance of the services.
 - (4) Apply the overhead rate(s) in the same manner as applied in Exhibit 2. In no event shall these rate(s) or any calculations thereunder exceed those in Exhibit 2.
 - (5) Apply for payment of a portion of the Fixed Fee in accordance with the actual physical progress of the services Consultant has performed on the Project.
 - (6) Five percent (5%) of each invoice payment shall be withheld by SEPTA until the services required by the entire Agreement or its individual phases, as applicable, are satisfactorily performed by Consultant and accepted by SEPTA.
- b. Payments due to Consultant under the Agreement shall be made within thirty (30) days after approval of Consultant's invoice by SEPTA's Project Representatives.

9. Allowable Costs. Allowable costs must be actual costs and shall be determined in accordance with Federal Acquisition Regulation, Part 31, Contract Cost Principles and Procedures, Subpart 31.2, Contracts with Commercial Organizations, as modified by the following:

- a. **Overtime Premium.** Overtime Premium compensation shall be those payments above straight salary for hours actually worked, which are required by either applicable State or Federal laws or regulations or in accordance with normal policies of Consultant. Overtime Premium compensation shall not have overhead or profit applied against it. In addition, the "straight" time pay rate portion of Overtime Premium Compensation must be paid as a normal payroll function. The quantity and dollar value of Overtime Premium compensation shall not exceed the estimates contained in Exhibit 2 without the prior written approval of SEPTA's Contract Administrator.
- b. **Weekend/Night Work Differential.** Weekend/night work differential may be compensated in accordance with normal policies of Consultant, provided, however, that the quantity and dollar value of the weekend/night differential shall not exceed the estimates contained in Exhibit 2 without the prior written approval of SEPTA's Contract Administrator.
- c. **Principal's Time.** Principals of the firm, such as partners or owners, shall be compensated only to the extent set forth in Exhibit 2 and only when performing other than normal administrative or supervisory services.
- d. **Out-of-Pocket Expenses.** These costs, such as printing, vehicle leasing or reimbursement of employees for use of their motor vehicles, telephone costs, travel costs, office supplies and equipment, shall be allowed to the extent set forth in Exhibit 2. Any increase in these costs or addition of types of costs to be reimbursed shall be subject to the prior written approval of SEPTA's Contract Administrator.
- e. **General and Administrative (G&A) Overhead.** G&A will be allowed to the extent stated in Exhibit 2, provided it is a documented and audited rate.

- f. **Overhead** - No bonuses, incentive compensation or profit-sharing shall be paid by SEPTA for principals, such as board of directors, stockholders, partners or owners. Inclusion of provision for payment of bonuses or incentive compensation to other employees as a cost reimbursable by SEPTA shall be subject to the prior written approval by SEPTA's Contract Administrator of Consultant's bonus and incentive compensation plan or policy.
- g. **Individual Contract Employees** - Payments, including salary, benefits and allocations of overhead, for Individual Contract Employees (i.e., individuals who are not regular employees on the payroll of the Consultant or of its subcontractors/subconsultants) will be allowed to the extent specifically stated in Exhibit 2.

10. Audit and Inspection of Books and Records. Consultant shall keep written records in reasonable detail of all services performed by it under the Agreement. All financial data, written records, reports, work sheets, data, and information prepared, generated, or obtained in connection with Consultant's performance of services for SEPTA shall be made available during the term of the Agreement and for a period of five (5) years thereafter, together with all books and other data or information, in whatever form contained, relating to Consultant's performance under the Agreement. 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.

Consultant shall require its subcontractors/subconsultants to keep written records in reasonable detail of all services performed by them for Consultant under the Agreement and Consultant agrees to include within its subcontracts or other agreements a provision requiring the subcontractor/subconsultant to have an audited overhead rate (either by a cognizant agency or an independent certified public accountant) for the period the costs were incurred and to maintain all books, data, information and records in a form that will support the invoice billed to Consultant. 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 Consultant shall be made available during the term of the Agreement 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 Consultant.

11. Overpayments. If at any point SEPTA determines that Consultant has been overpaid, SEPTA's Contract Administrator shall notify Consultant in writing of the overpayment. Consultant shall remit the amount of the overpayment to SEPTA within thirty (30) days of said notification or notify SEPTA of its disagreement. If Consultant does not agree with SEPTA's determination, it shall be a dispute within the meaning of Paragraph 34. Disputes.
12. All Information and Findings to Remain Confidential. 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 Consultant from SEPTA or are evolved or developed by Consultant (or by others under its direction or supervision) in connection with the performance of the Agreement 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 Agreement and thereafter for a minimum period of three (3) years after the expiration of the Agreement for the services, Consultant shall not use or disclose such information for any purpose (or permit its usage or disclosure by others under Consultant's supervision or direction) except to the extent necessary to perform services under the Agreement, unless Consultant can demonstrate to the satisfaction of SEPTA that such information was actually known to Consultant prior to the Agreement or was independently and properly obtained or developed by Consultant apart from any connection with SEPTA or its employees, directly or

indirectly, without breach of any confidential relationship or was publicly available, or is disclosed pursuant to a duly authorized court order, subpoena or governmental authorization. Consultant, through the use of employment contracts and other legally acceptable methods, shall ensure that during the term of the Agreement and for three (3) years after the expiration of the Agreement for 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. Drawings and Other Data to Become Property of SEPTA. All designs, drawings, specifications, notes and other works developed in the performance of the Agreement shall become the sole property of SEPTA and may be used on any other design or construction without additional compensation to Consultant. Consultant agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. 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 this Agreement, Consultant shall have the right to retain copies of all works beyond such period. All drawings issued by Consultant and/or its subcontractors/subconsultants must be properly sealed. Notwithstanding the above, any reuse of Consultant prepared documents except for the purposes set forth in Exhibits 1 to 2, will be at SEPTA's sole risk. Furthermore, nothing in the Agreement shall be construed as limiting or depriving Consultant of its right to use its basic skills to design or carry-out other projects or work for itself or others, whether or not such other projects or work are similar to the services to be performed pursuant to the Agreement.
14. Interest of Consultant. 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, Consultant is hereby referred to the provisions of Paragraph 5.c. of the Agreement.
15. Assignment of Rights, Delegation of Duties Restricted. Consultant shall not assign any rights arising under the Agreement without the prior written consent of SEPTA. Consultant shall not delegate, without the prior written consent of SEPTA, any duties in performance of services under the Agreement.
16. Subcontracting
 - a. Subcontracting Restricted. Consultant shall not subcontract any portion of the services which are the subject of the Agreement without the prior written consent of SEPTA. Consultant agrees to be fully liable and responsible for the errors and omissions of subcontractors and subconsultants just as Consultant is for the errors and omissions of persons employed by Consultant.
 - b. Award of Subcontracts and Other Contracts for Portion of the Work
 - (1) If, after the award, SEPTA, at its sole discretion, refuses to accept any subcontractor/subconsultant approved by it prior to award, Consultant shall, within fifteen (15) days after notice of such refusal, submit an acceptable substitute to SEPTA and the Total Contract Price shall be increased or decreased by the difference in cost occasioned solely by such substitution, and an appropriate change shall be issued in accordance with Paragraph 18. below. However, no increase in the Total Contract Price shall be allowed for any such substitution unless Consultant has acted in good faith promptly and responsively in submitting a name of a substitute with respect thereto after notice is given that a proposed subcontractor/subconsultant is unacceptable.

- (2) 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 Representatives.
 - (3) Consultant shall not make any substitution of any subcontractor/subconsultant or for any person or organization who has been previously accepted by SEPTA as part of the Agreement unless and until requested to do so by SEPTA and/or unless such substitution is expressly approved by SEPTA in writing. Any substitution of subcontractors/subconsultants initiated by the Consultant shall not allow for additional compensation to Consultant which ultimately increases the Total Contract Price or the overall amount of Fixed Fee paid to Consultant and its subcontractors/subconsultants at any tier.
 - (4) Within ten (10) days of receipt of written request from SEPTA, Consultant shall furnish to SEPTA copies of all contracts, bonds, insurance certificates (**SEPTA's RFP number 19-00050-ACKR must be noted on certificates**) and other similar documents between Consultant and its subcontractors/subconsultants for the services performed under the Agreement, immediately after the conclusion of negotiations.
- c. Subconsultant Relations. Consultant shall deal with each of its subcontractors/subconsultants according to the terms and conditions of a written agreement between Consultant and such subcontractor/subconsultant. Said written agreement shall not be inconsistent with any term or condition of the Agreement and shall in every respect protect SEPTA's interests in the services and the conduct thereof. Within ten (10) days of receipt of written request from SEPTA, Consultant shall furnish to SEPTA copies of its agreements with its subcontractors/subconsultants and of agreements between its subcontractors/subconsultants and any lower tier subcontractors and subconsultants.

In the absence of good and sufficient reasons, within twenty (20) days of the receipt of payment by Consultant from SEPTA, Consultant shall pay all subcontractors/subconsultants their share of the payments Consultant has received.

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

With regard to any claim or dispute with respect to payment of a Subconsultant, subcontractor, or supplier at any tier, Consultant expressly agrees to defend 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, and suppliers and in particular, 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 shall have the right to make, in writing, interpretations of the scope of services which do not increase the Total Contract Price and/or Fixed Fee or decrease the services to be performed for the Total Contract Price.

18. Changes.

- a. The services set forth in Exhibits 1 through 2 of the Agreement may be reduced, modified or expanded within or beyond the scope of the Agreement by written modifications executed by SEPTA and 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 Consultant a written notification which specifies such reduction, expansion, or modification. Within fifteen (15) days after receipt of the written notification, Consultant shall provide SEPTA's Contract Administrator with a detailed cost 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 Consultant and SEPTA. A written Amendment to the Agreement 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 Agreement to the services to be performed by Consultant. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any portion of the services under the Agreement, SEPTA's Contract Administrator shall make equitable adjustment in any one or more of the following: cost; completion schedule; fixed fee; or other affected terms; and shall modify the Agreement in writing accordingly.

Any claim by Consultant for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by 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 Agreement. Failure to agree to any adjustment shall be a dispute within the meaning of Paragraph 34 Disputes. However, nothing in this paragraph shall excuse Consultant from proceeding with the Agreement as changed.

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

19. Infringement of Patents and Copyrights. Consultant shall defend, indemnify and save harmless SEPTA, its Board Members, officers, agents, servants, workmen, 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 copyright or any right of any person, firm or corporation resulting from any act, omission or negligence on the part of Consultant in performance of the Agreement.

20. Covenant Against Contingent Fees. Consultant hereby warrants that it has not employed or retained any company or person other than a bona fide employee working for Consultant solely to solicit or secure the Agreement and that it has not paid or agreed to pay any person or company other than a bona fide employee working solely for Consultant, any fee, commission, percent or brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Agreement. In the event of breach or violation of this warrant, SEPTA shall have the right to terminate the Agreement without further liability to 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 Consultant. The 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 as reduced by (1) the amount of payments previously made and (2) the contract price of Work not terminated. Furthermore, SEPTA will not pay any anticipatory profits and/or consequential damages claimed by the 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 Consultant shall submit promptly its termination claim to SEPTA and SEPTA shall determine the settlement amount to be paid the Consultant. If the Consultant has any property in its possession belonging to SEPTA, the Consultant shall account for same and dispose of it in the manner SEPTA directs.

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

In the event that SEPTA elects to waive its remedies for any breach by 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 Consultant was not in default or that the failure to perform arose out of causes beyond the control and without fault of the Consultant, the termination shall be treated as one of convenience and the Consultant's sole rights and exclusive remedies shall be those set forth in Section 21 above.

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

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

Contractor, for itself and its employees, Board members, officers, agents, servants, workmen, contractors, subcontractors, licensees and invitees, or any other person working on Contractor's behalf, hereby releases and agrees to be liable for and to defend, indemnify and save harmless

SEPTA, except to the extent that SEPTA is negligent in whole or in part, for any claims made by an employee, Board member, officer, agent, workman or servant of the Contractor's or any other person working on Contractor's behalf, including claims for compensation or benefits payable to any extent by or for contractor under any workers' or similar compensation acts or other employee benefit acts, and contractor expressly waives its statutory protection under §303, as amended, of The Pennsylvania Workers' Compensation Act, 77 P.S. §481 (b).

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

24. Insurance.

a. Evidence of Compliance

(1) Certificates of Insurance

Within ten (10) days after receipt from SEPTA of notice of award of the Agreement, the Consultant shall furnish SEPTA with CERTIFICATES OF INSURANCE (SEPTA's RFP number 19-00050-ACKR must be noted on certificates) and ~~any other documents which SEPTA may require, such as copies of policies or endorsements,~~ as evidence of compliance with these insurance requirements; Consultant may delete proprietary information, such as premium amounts, from such documents.

(2) Written Approval Required

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

b. Policies to Remain in Force

(1) Until Completion and Acceptance

All insurance coverage which Consultant is required to provide for the Agreement shall be maintained in full force and effect for the entire duration of the Agreement term and any extensions thereof.

(2) All policies shall provide for a minimum of thirty (30) days prior written notice to SEPTA before cancellation by the insurance company writing the policy. If such notice is not provided for within the basic terms of the policy, it shall be provided by endorsement or notation in the certificate.

(3) Replacement Coverage Required

In the event that any or all of the insurance coverage required by the Agreement is cancelled or is reduced below the required minimum limits or caused or permitted to lapse, then the Consultant will be suspended from further performance of the Agreement until such time as replacement coverage satisfactory to SEPTA has been obtained and is in force and SEPTA will make no further payments to Consultant until such requirement is satisfied.

c. Additional Insureds Required

Consultant shall have all liability policies other than Workers's Compensation and Professional Liability designated "additional insureds required" written or endorsed to include the following as additional insured: Southeastern Pennsylvania Transportation Authority

d. Waiver of Liability for Premiums

All policies wherein the parties designated in Paragraph 24. c. are included as additional named insured shall contain a waiver of liability for the payment of premiums covering these additional insureds.

e. Limits of Liability

Consultant shall, as an express condition of payment under the Agreement, provide and maintain at its own cost and expense, the following kinds and amounts of insurance, with minimum limits of liability, not less than those specified below:

(1) Workers Compensation Insurance

Not less than \$1,000,000 per accident..

(2) General Liability Insurance (excluding vehicles)

\$1,000,000 Combined Single Limit (Bodily Injury and Property Damage) per occurrence.

The General Liability Policy shall include Broad Form Contractual Liability Coverage. The certificate or policy will state the coverage applied to the Agreement described as: Value Engineering Consultant (VEC) Services.

General Aggregate: Not less than \$2,000,000 annual aggregate

(3) Vehicle Liability

\$1,000,000 Combined Single Limit (Bodily Injury and Property Damage) per occurrence.

(4) Architects & Engineers / Professional Liability Insurance

\$2,000,000 Combined Single Limit per occurrence.

If the Professional Liability Policy is written on a claims made basis, Consultant shall maintain such insurance for three (3) years after completion of its services. SEPTA shall have the option at its sole election to purchase Professional Liability Insurance as required for this Project in amount and kind as deemed by SEPTA to be in the best interest of the Project. This option may be exercised solely by SEPTA. In the event this option is not exercised and in the event that Consultant cannot provide all the required Professional Liability Insurance, then SEPTA may exercise its option to disqualify Consultant from further participation in this Project at no additional cost to SEPTA.

Architects & Engineers / Professional Aggregate: Not less than \$2,000,000 annual aggregate

- (5) Products Completed Operations Liability
\$2,000,000 Combined single limit per occurrence.
- (6) Personal and Advertising Liability
\$1,000,000 Combined single limit per occurrence.
- (7) Umbrella / Excess Liability
\$2,000,000 Combined single limit per occurrence.
\$1,000,000 Annual aggregate

25. Personnel Security Measures

SEPTA reserves the right to impose personnel security measures upon the 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 Consultants and its 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 anytime during the course of the Work. SEPTA shall assume the costs of such security measures. The Consultant and its employees shall cooperate fully with SEPTA in implementing and enforcing security measures on SEPTA property. The 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 Consultant.

26. Reports.

- a. Consultant shall prepare a written narrative report of the progress of services performed each month during the term of the Agreement.

Each report shall contain a statement of any difficulties encountered or anticipated by Consultant.

- b. Five (5) copies of each monthly report are to be supplied to SEPTA's Project Manager five (5) calendar days after the close of the month being reported.

27. 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: Assistant General Manager of Procurement, Supply Chain & DBE
Southeastern Pennsylvania Transportation Authority
1234 Market Street, 11th Floor
Philadelphia, Pennsylvania 19107-3780

TO CONSULTANT:

28. Compliance with Federal, State and Local Laws. 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. The Consultant shall also be responsible for applying and securing any preliminary regulating permits and any required zoning or other variances for the work of this contract.
29. Exclusionary or Discriminatory Specifications Prohibited. Consultant shall refrain from using exclusionary or discriminatory specifications. The Technical Specification shall provide salient features for equipment and/or material and potential manufactures and suppliers. The Consultant shall be required to develop sole source justifications in the cases where a proprietary item is required.
30. Federal and State Contract Requirements. Consultant covenants and agrees to abide by all stipulations attached hereto and made a part hereof as Exhibits A and B for all services to be performed in connection with the Project.
31. 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 Consultant may have under any such rules or law. 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 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 Consultant. Consultant represents and acknowledges that the choice of jurisdiction and venue described above is reasonable and has been freely and voluntarily made by Consultant. Further, the choice of jurisdiction and venue described above shall be mandatory and not permissive in nature, thereby precluding the possibility by 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.
32. Waiver of Breach of Contract. No waiver of any breach of any covenant, term, or condition of the Agreement shall constitute a waiver of such covenant, term, or condition, or of any subsequent breach thereof.

33. Design Within Funding Limitations.

If Consultant is to perform design services under the Agreement:

- a. Consultant shall accomplish the design services required under the Agreement so as to permit the award of a contract, using standard SEPTA procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph "c" below. When bids or proposals for the construction contract are received that exceed the estimated price, Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of the Agreement. However, the Consultant shall not be required to perform such additional services at no cost to SEPTA if the unfavorable bids or proposals are the result of conditions beyond the Consultant's reasonable control.
- b. During the initial design effort, Consultant shall promptly advise SEPTA if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, SEPTA will review Consultant's revised estimate of construction cost. SEPTA may, if it determines that the estimated construction contract price set forth in the Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph "c" below, or SEPTA may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, SEPTA shall prepare an estimate of construction of the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

34. Disputes.

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

35. Consultant to Share Costs for Design Errors and Omissions. The Specifications and any other documentation resulting from this Contract shall be expected to be sufficiently clear, complete, and correct such that it can be readily interpreted and properly implemented by a contractor. If during the course of construction of the Project or shortly after its completion SEPTA determines that the Consultant is responsible for design errors or omissions, the Consultant shall be expected to share in the cost of these design errors and/or omissions, in the event that SEPTA seeks recovery for such costs, commensurate with the level of damages suffered by SEPTA. The Consultant shall be provided an opportunity to participate in negotiations with contractors regarding change orders that may be errors and/or omissions. Furthermore, the Consultant shall have an opportunity to present its position to the SEPTA Contract Administrator regarding why the Consultant should not be held financially responsible for its design errors and/or omissions. The decision of the SEPTA Contract Administrator shall be final.

36. Cooperation with Other Consultants and Contractors.

- a. The Consultant is advised that SEPTA will be utilizing Value Engineering (VE) on projects with a construction value of \$1,000,000 and over. The Consultant is alerted that any VE Recommendations related to material and/or equipment substitutions deemed appropriate by SEPTA will be incorporated into the Consultant's design at no additional cost to SEPTA.
- b. The Consultant is also advised that SEPTA may also utilize other consultant's (usually SEPTA's Value Engineering Consultant-VEC) to undertake a Constructability and/or Cost Confidence Study. The Consultant is required to develop construction estimates and schedules in accordance with SEPTA standards. The Constructability and Cost Confidence studies are to develop independent constructability quantity takeoffs, cost estimates and associated market and risk analyses.
 1. The Consultant is alerted that any constructability recommendations deemed appropriate by SEPTA will be incorporated into the Consultant's design at no additional cost to SEPTA.
 2. The Cost Confidence Study (CCS) is envisioned to supplement the consultant's estimate and schedule. No redesign is anticipated. The Consultant will therefore and be required to reconcile their estimate at no additional cost to SEPTA.
 3. The Consultant remains obligated to design the project within the budget constraints defined in paragraph 33 of this Agreement.
- c. If in the event a Contractor(s) submits a Value Engineering Cost Proposal (VECP) which suggests and alternate construction method, design or technique which may require SEPTA to revise its contractual operational constraints, force account support, engineering/design, and/or may possibly impact several related contracts, the Consultant will take part in the initial review to determine the validity and impact at no cost of SEPTA. If it is determined that the VECP is viable and further in-depth analysis is required, SEPTA may require the Consultant to review the VECP not only for consistency and compatibility with the design intent and cost savings claimed by the contractor, but also for the re-engineering and construction related impact to the project's design construction schedule and other related work. A VECP of this magnitude may be considered re-engineering, and with proper documentation by the Consultant, the A/E re-engineering effort will be processed as an amendment to the contract.

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

38. Third Party Contract Rights. It is agreed that SEPTA, neither by this paragraph nor by any other provisions in the Agreement or other statements prior to or contemporaneous with the Agreement 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, workmen, employees, subsidizers, indemnities or assigns.

39. Severability. If any paragraph, clause, section or part of the Agreement is held invalid 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.

40. Integration. Subject to SEPTA's right to rely upon substantial representations made by Consultant in making the decision to award the Agreement to Consultant, the Agreement represents the entire and integrated agreement between SEPTA and Consultant and supersedes all prior or contemporaneous negotiation, representation, or agreement, either written or oral. The Agreement may not be amended, modified, or changed except as provided in Paragraph 18. Changes above.
41. Disadvantaged Business Enterprise (DBE) Requirements. The Contractor shall fully comply with the DBE requirements as found in Appendix 2 which is attached hereto and made a part hereof.
42. Equal Employment Opportunity/Affirmative Action. The Contractor shall fully comply with the EEO/AA requirements as found in Exhibit C which is attached hereto and made a part hereof.

[END OF PAGE]

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

ATTEST:

SOUTHEASTERN PENNSYLVANIA
TRANSPORTATION AUTHORITY

CAROL R. LOOBY
SECRETARY TO THE BOARD

JEFFREY D. KNUEPPEL
GENERAL MANAGER

ATTEST:

(SECRETARY)

BY: _____
PRESIDENT OR VICE PRESIDENT

(Please type name)

(Please type name)

APPROVED AS TO FORM:

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

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

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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.

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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.

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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: none;"><tr><td style="width: 50%; border-right: 1px solid black; vertical-align: top; padding: 5px;">10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)</td><td style="width: 50%; vertical-align: top; padding: 5px;">b. Individuals Performing Services (including address if different from No. 10a) (Last name, first name, MI): </td></tr></table>			10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (Last name, first name, MI):
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11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned 12. Form of Payment (Check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify _____		
14. Brief Description of Service Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)				
15. Continuation Sheet(s) SF-LLL-A attached: <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 _____

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Standard Form - LLL-A

FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED PROVISIONS FOR CONTRACTS

Section B Affirmative Action Program

(For All Construction Contracts and Subcontracts Over \$10,000)

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

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. (a) The goals and the timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade (all trades)	Goals for female participation for each trade (all trades)
17.3%	6.9%

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

- (b) The Contractor's compliance with the Executive Order and the regulations at 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth at 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations at 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is the Philadelphia Five-County area (Bucks, Chester, Delaware, Montgomery, and Philadelphia counties).

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATION:**

1. As used in these specifications
- a. **"Covered area"** means the geographical area described in the solicitation from which the Contract resulted;
 - b. **"Director"** means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. **"Employer identification number"** means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
 - d. **"Minority"** includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the Contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a hometown plan approved by the U. S. Department of Labor, in the covered area either individually or through an association, its affirmative action obligation on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan.
- Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The over all good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7.a. through p. of these specifications. The goals set forth in the solicitation from which the Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing

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

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notice to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7.b. above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notice to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of Contractor's workforce.
- k. Validate all tests and other selection requirements where there is obligation to do so under 41 CFR 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority

and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations set forth in paragraphs 7.a. through p. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through p. of these specifications, provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 - 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 - 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 - 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 - 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Officer of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 - 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7. of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, Social Security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the extent that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED PROVISIONS FOR CONTRACTS

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

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

1. **Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the Contract.
2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
4. **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by SEPTA or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to SEPTA, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of the Contract, SEPTA shall impose such contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs 1. through 6. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as SEPTA or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request SEPTA to enter into such litigation to protect the interests of SEPTA and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED PROVISIONS FOR CONTRACTS

Section D – Wage Rates – Not Used

EXHIBIT B
STATE CONTRACT REQUIREMENTS

DEFINITIONS:

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

SR-1 Nondiscrimination/Sexual Harassment Clause.

A. APPLICABILITY

This article applies to all purchase orders and contracts.

B. The contractor agrees:

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

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

Any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The

policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.

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

Each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. Each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. Any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by SEPTA, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

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

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

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

SR-2 ADA Provision

A. APPLICABILITY

This article applies to all purchase orders and contracts.

B. During the term of this agreement, the contractor agrees as follows:

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

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

SR-3 Contractor Integrity Provisions.

A. APPLICABILITY

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

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

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

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

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

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

“Financial Interest” means either:

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

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

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

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

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

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

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

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

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

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

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

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

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

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

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

SR-4 Contractor Responsibility.

A. APPLICABILITY

This article applies to all purchase orders and contracts.

- B.** For the purpose of these provisions, the term "Contractor" is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under institutions. The term "Contractor" may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.
1. The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
 2. The Contractor must also certify, in writing, that as of the date of its execution of any Commonwealth contract, it has no tax liabilities or other Commonwealth obligations.
 3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state governmental entity. Such notification shall be made within 15 days of suspension or debarment.

- 4. The failure of the Contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.**
5. The Contractor agrees to reimburse the Commonwealth for reasonable costs of investigation incurred by the Office of the Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations which do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain the current list of suspended and debarred Commonwealth Contractors by either searching the Internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

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

SR-5 Retainage

A. APPLICABILITY

This article applies to all construction purchase orders and contracts.

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

SR-6 Steel Products

A. APPLICABILITY

This article applies to all purchase orders and contracts.

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

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

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

A. APPLICABILITY

This article applies to all purchase orders and contracts.

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

SR-8 Right To Know

A. APPLICABILITY

This article applies to all purchase orders and contracts.

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

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

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

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

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

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

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

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

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

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

[END OF PAGE]

EXHIBIT C

SEPTA EQUAL OPPORTUNITY/AFFIRMATIVE ACTION CONTRACTUAL REQUIREMENTS

{If Applicable}

EQUAL EMPLOYMENT OPPORTUNITY (EEO):

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

SEPTA REQUIREMENTS

NONDISCRIMINATION:

During the performance of the Agreement, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, or national origin. The Consultant 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
3. The Consultant 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant will comply with all Affirmative Action provisions of the Agreement.
5. The Consultant 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 Consultant's noncompliance with the nondiscrimination clause of the Agreement, the Agreement may be cancelled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further SEPTA contracts.

7. The Consultant will include the portion of the sentence immediately preceding paragraph 1. and the provisions of paragraphs 1. through 7. in every subcontract or purchase order so that such provisions shall be binding upon each subconsultant or vendor. The Consultant 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 Consultant shall have an Affirmative Action Plan declaring that it does not discriminate on the basis of race, color, religion, creed, national origin or sex and specifying minority and female goals to assure implementation of the Plan. SEPTA shall assure compliance with this requirement and promptly investigate suspected or reported violations.
9. SEPTA reserves the right to monitor and periodically audit its consultants' compliance with the specifications discussed in this section. In the event the Consultant fails to comply with the nondiscrimination provisions of the Agreement, the Disadvantaged Business Enterprise shall recommend to the contracting department such contract sanctions as the General Counsel shall advise are available. The Disadvantaged Business Enterprise shall make a report of any such compliance to the Office of Federal Contract Compliance Programs (OFCCP).

END OF SECTION

BILLING GUIDELINES

Consultant shall submit invoices for payment based on the format as outlined below. Consultant shall also require its subcontractors/subconsultants to submit invoices utilizing this same format. Subcontractors/subconsultants invoices shall be attached to the Consultant's invoice as back-up for third party costs. Basic information required for each invoice submittal and a brief explanation of the attachments are as follows:

- I. Basic Information: Consultant invoices must include the following basic information:
 - A. Company name and remittance address (if different from correspondence or office address);
 - B. SEPTA Project Title;
 - C. SEPTA Purchase Order Number; and
 - D. Invoice date, number and billing period (from-to)
- II. Invoice and Attachments:
 - A. Invoice Summary by Phase
 1. Indicates Phase description if applicable.
 2. Five (5) line items of summary data for each Phase consisting of salaries and overhead, other direct non-payroll costs, general and administrative overhead, fixed fee, and retainage.
 3. Five (5) columns of cost data consisting of the Phase budget broken down by line items 1-4, total cost incurred to date including the current billing, the percentage of total costs incurred to budget, previous costs incurred prior to the current billing, and costs incurred during the current billing period.
 - B. Attachment #1 - Current Period Direct Labor Detail. Details supporting direct labor billed this period.
 - C. Attachment #2 - Task Direct Labor Detail
 1. By task for each Phase, the budgeted hours and amount for all position classifications.
 2. Actuals incurred for total hours to-date, total cost to-date, percentage of total cost to budget, and costs this period.
 - D. Attachment #3 - Other Direct Non-Payroll Costs. Detail supporting other direct non-payroll costs. Back-up for other direct costs for any single item in excess of \$500 must be submitted with the invoice.

- E. Attachment #4 – Physical Completion Determination, Phase B - Construction Related Services. This attachment is only required during the construction phase of the project. The task number, description, and budgeted cost are the same as shown on attachment #2, Task Direct Labor Detail. The Consultant shall indicate by task the physical percent complete and multiply the percent by the budgeted cost for each task to arrive at a weighted cost for each task. The weighted cost for each task are totaled and then divided by the total budgeted cost for all tasks. This result will represent the weighted percent complete for the phase and shall be shown on the invoice summary as the Actual Physical Progress-to-date.

III. Narrative

Consultant invoices must include a narrative describing in detail, what work was accomplished during the billing cycle. This information should be organized on a "By-Task" basis for the project to allow the SEPTA staff to evaluate the work completed to date versus the cost incurred or being billed.

- * *Note:* If during the execution of the contract, the Consultant notifies the project manager that they believe that out-of-scope work is being performed, the cost can be billed as they are incurred. A new task should be added to attachment, as applicable, to collect the costs related to the out-of-scope work. Additional line items titled 'Adjustment' must then be added to the Invoice Summary by Phase, crediting out the costs associated with the out-of-scope work. 'Adjustment' line items must be added for each and every line item that contains costs for out-of-scope work. Should SEPTA issue a subsequent amendment after agreeing that out-of-scope work has been performed, the costs can then be paid by billing against the adjustment line items.

END OF PAGE

ARCHITECTURAL/ENGINEERING CONSULTANT AGREEMENT

INVOICE FORMAT

Summary - Phase ()

SEPTA Project Title: _____

Invoice #: _____

Date: _____

Invoice Period (*From - To*): _____

SEPTA P.O.#: _____

Phase () Description

	<u>Budget</u>	<u>Total Costs To Date</u>	<u>% Of Budget</u>	<u>Previous Costs Thru (Date)</u>	<u>Costs This Period</u>
1. Direct Labor (Detailed on Attachment 1)					
Burden Rate (Overhead) @ (%) Per Agreement	_____	_____	_____	_____	_____
Subtotal:					
2. Other Direct Costs (<i>For Example</i>)					
Special Testing					
Subconsultants					
Reproduction	_____	_____	_____	_____	_____
Subtotal:					
3. General and Admin. Overhead (%) Per Agreement	_____	_____	_____	_____	_____
4. Fixed Fee (Billed in accordance with % of A/E services performed)	_____	_____	_____	_____	_____
Total:	_____	_____	_____	_____	_____
5. Less Retainage (%)		_____		_____	_____
Net Amount Due This Invoice:					\$_____
Actual Physical Progress-to-date:			_____ %		
Payment Received to Date:				\$_____	

CERTIFICATION

By submission of this invoice, Consultant hereby certifies that all services described were performed in conformity with the terms of the Agreement and that Consultant is entitled to receive the amounts specified in accordance with said description. Consultant further certifies that the costs have been calculated in accordance with Federal Acquisition Regulations, Part 31, Contract Cost Principles and Procedures, and the requirements of the Agreement.

Name, Title

ARCHITECTURAL/ENGINEERING CONSULTANT AGREEMENT
CURRENT PERIOD DIRECT LABOR DETAIL
Phase () - Description

SEPTA Project Title: _____

Invoice #: _____

Date: _____

Invoice Period (*From - To*): _____

SEPTA P.O.#: _____

Employee Name	Position Classification	Rate	Hours This Period	Amount This Period
--------------------------	------------------------------------	-------------	------------------------------	-------------------------------

ARCHITECTURAL/ENGINEERING CONSULTANT AGREEMENT
TASK DIRECT LABOR DETAIL
Phase () - Description

SEPTA Project Title: _____

Invoice #: _____

Date: _____

Invoice Period (*From - To*): _____

SEPTA P.O.#: _____

Task # () Description

Position Class	BUDGET		ACTUALS			
	Budgeted Hours	Budgeted Cost	Total Hours To-Date	Total Cost To-Date	% of Total Cost To Budget	Costs This Period
_____	_____	_____	_____	_____	_____	_____

Direct Labor Totals: _____ _____ _____ _____ _____ _____
%

**ARCHITECTURAL/ENGINEERING CONSULTANT AGREEMENT
OTHER DIRECT NON-PAYROLL COSTS DETAIL**

Phase () - Description

SEPTA Project Title: _____

Invoice #: _____

Date: _____

Invoice Period (*From - To*): _____

SEPTA P.O.#: _____

1. Materials (*Specify*):

Subtotal:

2. Travel (*Specify*):

Subtotal:

3. Special Testing (*Specify*):

Subtotal:

4. Reproduction (*Specify*):

Subtotal:

5. CAD

4. Any other direct disbursement items included
in the invoice

Total Other Direct Non-Payroll Costs:

SEPTA P.O.#: _____

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APPENDIX 2
DBE PARTICIPATION

**Architectural/Engineering & Professional Services
CONTRACTS WITH DBE GOALS**

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

A. DBE CONTRACT GOALS

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

DBE Goal: 16% of the total dollar value of the Contract Sum.

To assist the Proposer in achieving the overall goal, the table below represents a breakdown by discipline and the associated availability of DBE firms in each discipline:

NAICS Code	Discipline	Percentage of DBE Firms
541310	Architectural Services	13.90%
541330	Engineering Services	20.67%
541380	Testing Laboratories	23.85%
541410	Interior Design Services	19.77%
541512	Computer Systems Design Services	20.48%
541618	Other Management Consulting Services	15.03%
541620	Environmental Consulting Services	41.45%
541690	Other Scientific and Technical Consulting Services	26.16%

The Proposer MUST identify DBE firms in their Technical Proposal for each of the disciplines listed above. To comply with SEPTA's DBE requirements, Proposers are required to provide a DBE Participation Schedule, furnishing the following information, with their Technical Proposal:

- a. The names and addresses of DBE firms that will participate in the contract
- b. A description of the work that each DBE will perform
- c. The percentage of participation for each firm

Proposers must identify certified DBE firms for each discipline listed above, so that when assignments are issued, the Proposer will be well positioned to achieve the overall DBE goal of **16%**.

B. **DEFINITIONS**

1. **"Affiliation"** has the same meaning the term has in the Small Business Administration regulations, 13 CFR part 121:
 - (a) Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:
 - (1) one concern controls or has the power to control the other; or
 - (2) a third party or parties controls or has the power to control both; or
 - (3) an identity of interest between or among parties exists such that affiliation may be found.
 - (b) In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE program.
2. **"Contract Sum"** means total contract price, including any change orders and amendments.
3. **"Disadvantaged Business Enterprise"** or **"DBE"** means a for-profit small business concern (a) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individual(s); and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it and is certified as such by SEPTA's DBE Program Office or by Pennsylvania's Unified Certification Program (PAUCP).
4. **"Joint Venture"** means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct clearly defined portion of the work to be performed by the joint venture and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest (see paragraph D.5. below).
5. **"Small Business Concern"** means a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121), that also does not exceed the following size determinations:
 - (a) to be an eligible DBE, a firm (including its affiliates) must be an existing for-profit small business, as defined by Small Business Administration (SBA) standards found in 13 CFR part 121 appropriate to the type(s) of work the firm seeks to perform in DOT-assisted contracts.
 - (b) In addition to the requirements of (a) above, a firm must also meet the annual gross receipts requirements defined in SBA regulations 13 CFR §121.402
6. **"Socially and Economically Disadvantaged Individuals"** means any individual who is a

citizen (or lawfully admitted permanent resident) of the United States and who is:

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

C. **SUBMISSION REQUIREMENTS**

1. The vendor must fill out, sign and submit the Bid Acknowledgement Form at the time of its bid.
2. The Bidder, using the attached DBE Participation Schedule, is required to submit the requisite information on a properly executed Participation Schedule for each proposed DBE subcontractor/supplier:
 - (a) The name and address of the DBE firm that will participate in the Contract;
 - (b) A description of the work that the DBE will perform;
 - (c) The dollar amount of participation for the DBE firm participating.

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

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

- (a) **The Bidder's commitment** to use a DBE subcontractor/supplier whose participation it submitted to meet a contract goal; **and**

- (b) **The DBE subcontractor/supplier's confirmation** that it is participating in the Contract as provided in the Bidder's commitment.
- (c) If the contract goal is not met, Bidder 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 Bidder is also required to identify all other subcontractors/suppliers scheduled to participate in the Contract by submitting the attached Non-DBE Participation Schedule.

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

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

D. DETERMINATION OF PERCENTAGE OF DBE PARTICIPATION

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

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

4. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
5. When a DBE performs as a participant in a joint venture, SEPTA will count a portion of the total value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
6. SEPTA will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract, as determined by SEPTA's DBE Program Office.
 - (a) A DBE is considered to perform a commercially useful function when it is responsible for execution of a specific scope of work in a contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity when ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, SEPTA will evaluate the amount of work subcontracted; industry practices; whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing; and the DBE credit claimed for its performance of the work and other relevant factors.
 - (b) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

In determining whether a DBE is such an extra participant, SEPTA will examine similar transactions, particularly those in which DBEs do not participate.
 - (c) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, SEPTA will presume that the DBE is not performing a commercially useful function.
 - (d) When a DBE is presumed not to be performing a commercially useful function, SEPTA will accept evidence from the DBE or prime contractor to rebut this presumption. Evidence from independent sources, such as trade journals or independent studies by consultants, is particularly desirable in such circumstances.

7. SEPTA will use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
- (a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - (b) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Contract.
 - (c) The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
 - (d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
 - (e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
 - (f) For purposes of this paragraph D.7., a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
8. SEPTA will count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- (a) If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials and supplies toward DBE goals. For purposes of this section, a "manufacturer" is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the Specifications.

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

E. **DETERMINATION OF DBE RESPONSIBILITY**

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

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

3. If SEPTA determines that the apparent successful Bidder has failed to meet the requirements specified in paragraph E.1.above, SEPTA will provide upon receipt of written request from the Bidder an opportunity for administrative reconsideration:
 - (a) As part of this reconsideration, the Bidder will have the opportunity to provide additional written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.
 - (b) SEPTA's decision on reconsideration will be made by an official who did not take part in the original determination that the Bidder failed to meet the goal or make adequate good faith efforts to do so.
 - (c) The Bidder will have the opportunity to meet in person with SEPTA's reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.
 - (d) SEPTA will send the Bidder a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.
 - (e) The result of the reconsideration process is not administratively appealable to the Department of Transportation.

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

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

G. REPORTING AND RECORDKEEPING REQUIREMENTS

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

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

H. SANCTIONS FOR VIOLATIONS

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

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

No such sanctions shall be imposed by SEPTA upon Contractor except in accordance with SEPTA's

Procurement Manual and the terms of the Contract.

I. **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. The Contractor shall complete and submit to SEPTA's Project Manager with each of its invoices or any request for payment from SEPTA a DBE Invoice Payment Report. A copy of the reporting form is attached.

J. **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]



SEALED BID

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION SCHEDULE

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

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

PROJECT NAME: Value Engineering Consultants (VEC) Services

SEALED BID NO.: 19-00050-ACKR

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: _____ Tele. No.: () _____
(type or print)

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

Signature: _____ Date: _____

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

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

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

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

² This may be expressed in dollars or as a percentage of the Bidder's total maximum price to SEPTA.



DBE INVOICE PAYMENT REPORT

(To Be Submitted For Federally Funded Contracts Only)

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

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

List DBE Subcontractor(s), DBE Invoice Number(s) and the current DBE Payment Due:		
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'S SIGNATURE	TITLE	DATE

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SEPTA SOLICITATION STATISTICS

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

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

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

Firm Name: _____

Firm Address: _____

Description of Services: _____

NAICS* Codes: _____

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

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

Month/Year firm established: _____

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

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

Annual Gross Receipts of the Firm: (check one)

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

Project Name: _____

Bid Number: _____

Name:
(Please Type or Print)

Date: _____

Title: _____

Signature: _____

Telephone No.: () _____

Email Address: _____

Facsimile No.: () _____



(Sealed Bid)

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

PROJECT NAME: _____

SEALED BID NO.: _____

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

NAME OF FIRM CONTACT PERSON, BUSINESS ADDRESS, TELEPHONE NUMBER		DESCRIPTION OF WORK/SERVICES TO BE PERFORMED / MATERIAL TO BE SUPPLIED	TOTAL SUBCONTRACT/PURCHASE ORDER AMOUNT
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.:			
Firm Name:			\$
Contact:			
Address:			
Tele. No.:			

(Type or Print all information)

Name of Bidder: _____
(type or print)

Tele. No.: ()

Email:

Contact: _____
(type or print)

Title:

Signature: _____

Date: _____

RE: DBE PARTICIPATION - COMMITMENT/CONFIRMATION
SEPTA RFP No. 19-00050-ACKR
Project Name: Value Engineering Consultant (VEC) Services

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

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

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

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

Bidder's Representative Name/Title (please type or print)	Signature	Date
DBE Firm's Representative Name/Title (please type or print)	Signature	Date

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 *(please type or print)*

Signature

Date

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

Signature

Date

APPENDIX 3

CONTRACT PRICING PROPOSAL
(Cost Plus Fixed Fee Contracts)



CONTRACT PRICING PROPOSAL
(Cost Plus Fixed Fee Contracts)

This form is for use when submission of cost or pricing data for a Cost Plus Fixed Fee contract is required.
GSA Optional Form 60 may be used in lieu of this form.

Page No.

No. of Pages

Name of Offeror

Supplies and or Services to be Furnished

Home Office Address

Divisions and Locations Where Work is to be Performed:

Total Amount of Proposal

SEPTA Solicitation No.

DETAIL DESCRIPTION OF COST ELEMENTS

1. DIRECT MATERIAL (Itemize on Exhibit A)	EST COST (\$)	TOTAL EST COST ¹	REFERENCE ²
a. PURCHASED PARTS			
b. SUBCONTRACTED ITEMS			
c. OTHER -- (1) RAW MATERIALS			
(2) YOUR STANDARD COMMERCIAL ITEMS			
(3) INTERDIVISIONAL TRANSFERS (At other than cost)			
TOTAL DIRECT MATERIAL			
2. MATERIAL OVERHEAD ³ (RATE % x \$ base =)			
3. DIRECT LABOR (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTCOST (\$)
TOTAL DIRECT LABOR			
4. LABOR OVERHEAD (Specify Department or Cost Center) ³	O.H. RATE	x BASE =	EST COST (\$)
TOTAL LABOR OVERHEAD			
5. SPECIAL TESTING	EST COST (\$)		
TOTAL SPECIAL TESTING			
6. SPECIAL EQUIPMENT (If direct charge) (Itemize on Exhibit A)			
7. TRAVEL (If direct charge) (Give details on attached Schedule)	EST COST (\$)		
a. TRANSPORTATION			
b. PER DIEM SUBSISTENCE			
TOTAL TRAVEL			
8. CONSULTANTS (Identify-purpose-rate)	EST COST (\$)		
TOTAL CONSULTANTS			
9. OTHER DIRECT COSTS (Itemize on Exhibit A)			
10. TOTAL DIRECT COST AND OVERHEAD			
11. GENERAL AND ADMINISTRATIVE OVERHEAD (Rate % of cost element Nos.) ³			
12. ROYALTIES/LICENSE FEES ⁴			
13. TOTAL ESTIMATED COST			
14. FEE OR PROFIT			
TOTAL ESTIMATED COST AND FEE OR PROFIT			

This proposal is submitted for use in connection with and in response to *(Describe RFP, etc.)*

and reflects our best estimates as of this date, in accordance with the Instructions to Offerors and the Footnotes which follow.

TYPED NAME AND TITLE	SIGNATURE
----------------------	-----------

NAME OF FIRM	DATE OF SUBMISSION
--------------	--------------------

EXHIBIT A - SUPPORTING SCHEDULE (Specify, If more space is needed, use reverse)

[illegible]

I.	HAS ANY EXECUTIVE AGENCY OF THE UNITED STATES GOVERNMENT OR OF THE COMMONWEALTH OF PENNSYLVANIA PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER PRIME CONTRACT OR SUBCONTRACT WITHIN THE PAST TWELVE MONTHS? <input type="checkbox"/> YES <input type="checkbox"/> NO (If yes, identify below:)
----	---

NAME AND ADDRESS OF REVIEWING OFFICER OR INDIVIDUAL	TELEPHONE/EXTENSION
---	---------------------

II. DO YOU NOW HOLD ANY CONTRACT (Or, do you have any independently financed (IR&D) projects) FOR THE SAME OR SIMILAR WORKED CALLED FOR BY THIS PROPOSED CONTRACT?

☐ YES ☐ NO (If yes, identify:)

III. DOES THIS COST SUMMARY CONFORM WITH THE COST PRINCIPLES SET FORTH IN FAR PART 31?
☐ YES ☐ NO (If no, explain on reverse or separate page)

INSTRUCTIONS TO OFFERORS

1. The purpose of this form is to provide a standard format by which the offeror submits to SEPTA a summary of incurred and estimated costs (*and attached supporting information*) suitable for detailed review and analysis. Prior to the award of a contract resulting from this proposal the offeror shall, under the conditions stated in 48 CFR 15.804-2 be required to submit a Certificate of Current Cost or Pricing Data (see 48 CFR 15.804 -2 and 48 CFR 15.804-4).
2. In addition to the specific information required by this form, the offeror is expected, in good faith, to incorporate in and submit with this form any additional data, supporting schedules, or substantiation which are reasonably required for the conduct of an appropriate review and analysis in the light of the specific facts of this procurement. For effective negotiations, it is essential that there be a clear understanding of:
 - a. The existing, verifiable data;
 - b. The judgmental factors applied in projecting from known data to the estimate; and
 - c. The contingencies used by the offeror in its proposed price.
3. When attachment of supporting cost and pricing data to this form is impracticable, the data will be described (*with schedules as appropriate*) and made available to the contracting officer or his representative upon request.
4. The formats for the "Cost Elements" and the "Proposed Contract Estimate" are not intended as rigid requirements. These may be presented in different format with the prior approval of SEPTA's Contracting Officer if required for more effective and efficient presentation. In all other respects this form will be completed and submitted without change.
5. By submission of this proposal the offeror grants to SEPTA's Contracting Officer, or his/her authorized representative, the right to examine, for the purpose of verifying the cost and pricing data submitted, those books, records, documents and other supporting data which will permit adequate evaluation of such cost or pricing data, along with the computations and projections used therein. This right may be exercised 5 in connection with any negotiations prior to the contract award.

In short, the offeror's estimating process itself needs to be disclosed.

FOOTNOTES

1. Enter in this column those necessary and reasonable costs which in the judgement of the offeror will properly be incurred in the efficient performance of the contract. When any of the costs in this column have already been incurred (e.g., on a letter contract or change order), describe them on an attached supporting schedule. Identify all sales and transfers between your plants, divisions, or organizations under common control, which are included at other than the lower of cost to the original transferor or current market price.
2. When space in addition to that available in Exhibit A is required, attach separate pages as necessary and identify in the "Reference" column the attachment in which the information supporting the specific cost element may be found. No standard format is proscribed; however, the cost or pricing data must be accurate, complete, and current, and the judgement factors used in projecting the estimates must be stated in sufficient detail to enable SEPTA's Contracting Officer to evaluate the proposal. For example, provide the basis used for pricing materials such as by vendor quotations, shop estimates, or invoice prices; the reason for use of overhead rates which depart significantly from experienced rates (reduced volume, a planned major re-arrangement, etc.); or justification for an increase in labor rates (anticipated wage and salary increases, etc.). Identify and explain any contingencies which are included in the proposed price, such as anticipated costs of rejects and defective work or anticipated technical difficulties.
3. Indicate the rates used and provide an appropriate explanation. Where agreement has been reached with Federal or Commonwealth of Pennsylvania government representatives on the use of forward pricing rates, describe the nature of the agreement. Provide the method of computation and application of your overhead expense, including cost breakdown and showing trends and budgetary data as necessary to provide a basis for evaluation of the reasonableness of proposed rates.
4. If the total cost entered here is in excess of \$250, provide on a separate page the following information on each separate item of royalty or license fee: name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description, including any part or model numbers of each contract item or component on which the royalty is payable; percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties. In addition, if specifically required by the contracting officer, a copy of the current license agreement and identification of applicable claims of specific patents shall be provided.
5. Provide a list of principle items within each category of material indicating known or anticipated source, quantity, unit price, competition obtained, and basis of establishing source and reasonableness of cost.

CONTINUATION OF EXHIBIT A - SUPPORTING SCHEDULE AND REPLIES TO QUESTIONS II AND III.

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APPENDIX 4

ARCHITECT-ENGINEER QUALIFICATIONS QUESTIONNAIRE

ARCHITECT-ENGINEER QUALIFICATIONS

PURPOSE

The Southeastern Pennsylvania Transportation Authority (SEPTA) uses this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. SEPTA selects firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104).

The Brooks A-E Act requires the public announcement of requirements for A-E services and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by SEPTA, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm.

Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or SEPTA request.
2. Public Notice Date. Enter the posted date of SEPTA's notice on the SEPTA website or other form of public announcement or SEPTA request for proposal (RFP).
3. Solicitation or Project Number. Enter the SEPTA solicitation number and/or project number, if applicable, exactly as shown in the public announcement or RFP.

Section B. Architect-Engineer Point of Contact

- 4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that SEPTA can contact for additional information.

Section C. Proposed Team.

- 9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by SEPTA. Attach an additional sheet in the same format as Section C if needed.

Section D. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.
13. Role in This Contract. Self-explanatory.
14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.
16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.
17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia.
18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, and awards.
19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section E for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section E. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section E. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section E for each project. Present ten projects, unless otherwise specified by SEPTA. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.
21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.
22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or Forming), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

- 23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.
- 23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.
- 23c. Point of Contract Telephone Number. Self-explanatory.
24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by SEPTA for each example project.
25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section F. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section D worked on the example projects listed in Section E. Complete the following blocks.

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section D.
28. Example Projects Listed in Section E. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.
29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section E.

Section G. Authorized Representative

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.
33. Name and Title. Self-explanatory.

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the SEPTA solicitation number and/or project number, if applicable, exactly as shown in the public announcement or SEPTA RFP.
- 2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.
3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.
4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number.
5. Ownership.
 - a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).
 - b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Forming and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.
- 6a-6c. Point of Contact. Provide this information for a representative of the firm that SEPTA can contact for additional information. The representative must be empowered to speak on contractual and policy matters.
7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.
- 8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated DUNS Number. This information is used to review past performance on contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).
10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.
11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, then provide for as many years as available.
12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Formor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Formor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49.	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Formor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological and Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and natural Resource Mapping
A11	Auditoriums and Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks; Dormitories		
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
		F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries (<i>Planning and Relocation</i>)	F04	Fisheries; Fish Ladders
C03	Charting; Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing and Storage	F06	Forestry and Forest Products
C05	Child Care/Development Facilities		
C06	Churches; Chapels	G01	Garages; Vehicles Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (<i>Propane; Natural, Etc.</i>)
C08	Codes; Standards; Ordinances	G03	Geodetic Forming: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building (<i>Low Rise</i>); Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave		
C13	Computer Facilities; Computer Service	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C14	Conservation and Resource Management	H02	Hazardous Materials Handling and Storage
C15	Construction Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C16	Construction Forming	H04	Heating; Ventilating; Air Conditioning
C17	Corrosion Control; Cathodic Protection Electrolysis	H05	Health Systems Planning
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H06	High-rise; Air-Rights-Type Buildings
C19	Cryogenic Facilities	H07	Highways; Streets; Airfield Paving; Parking Lots
D01	Dams (<i>Concrete; Arch</i>)	H08	Historical Preservation
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H09	Hospital and Medical Facilities
D03	Desalinization (<i>Process and Facilities</i>)	H10	Hotels; Motels
D04	Design-Build - Preparation of Requests for Proposals	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D05	Digital Elevation and Terrain Model Development	H12	Hydraulics and Pneumatics
D06	Digital Orthophotography	H13	Hydrographic Forming
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage		
J01	Judicial and Courtroom Facilities	R01	Radar; Sonar; Radio and Radar Telescopes
L01	Laboratories; Medical Research Facilities	R02	Radio Frequency Systems and Shieldings
L02	Land Forming	R03	Railroad; Rapid Transit
L03	Landscape Architecture	R04	Recreation Facilities (Parks, Marinas, Etc.)
L04	Libraries; Museums; Galleries	R05	Refrigeration Plants/Systems
L05	Lighting (Interior; Display; Theater, Etc.)	R06	Rehabilitation (Buildings; Structures; Facilities)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R07	Remote Sensing
M01	Mapping Location/Addressing Systems	R08	Research Facilities
M02	Materials Handling Systems; Conveyors; Sorters	R09	Resources Recovery; Recycling
M03	Metallurgy	R10	Risk Analysis
M04	Microclimatology; Tropical Engineering	R11	Rivers; Canals; Waterways; Flood Control
M05	Military Design Standards	R12	Roofing
M06	Mining and Mineralogy	S01	Safety Engineering; Accident Studies; OSHA Studies
M07	Missile Facilities (Silos; Fuels; Transport)	S02	Security Systems; Intruder and Smoke Detection
M08	Modular Systems Design; Pre-Fabricated Structures, or Components	S03	Seismic Designs & Studies
N01	Naval Architecture; Off-Shore Platforms	S04	Sewage Collection, Treatment and Disposal
N02	Navigation Structures; Locks	S05	Soils and Geologic Studies; Foundations
N03	Nuclear Facilities; Nuclear Shielding	S06	Solar Energy Utilization
O01	Office Buildings; Industrial Parks	S07	Solid Wastes; Incineration; Landfill
O02	Oceanographic Engineering	S08	Special Environments; Clean Rooms, Etc.
O03	Ordnance; Munitions; Special Weapons	S09	Structural Design; Special Structures
P01	Petroleum Exploration; Refining	S10	Forming; Platting; Mapping; Flood Plain Studies
P02	Petroleum and Fuel (Storage and Distribution)	S11	Sustainable Design
P03	Photogrammetry	S12	Swimming Pools
P04	Pipelines (Cross-Country - Liquid and Gas)	S13	Storm Water Handling and Facilities
P05	Planning (Community, Regional, Areawide and State)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P06	Planning (Site, Installation and Project)	T02	Testing and Inspection Services
P07	Plumbing and Piping Design	T03	Traffic and Transportation Engineering
P08	Prisons and Correctional Facilities	T04	Topographic Forming and Mapping
		T05	Towers (<i>Self-Supporting and Guyed Systems</i>)
		T06	Tunnels and Subways

List of Experience Categories (Profile Codes)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouse and Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

(Check Here)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	J-V PARTNER	SUBCON- TRACTOR			
a.			<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.			<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.			<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.			<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.			<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.			<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section D for each key person)*

12. NAME	13.ROLE IN THIS CONTRACT:	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION (<i>City and State</i>)			
16. EDUCATION (<i>DEGREE AND SPECIALIZATION</i>)		17. CURRENT PROFESSIONAL REGISTRATION (<i>STATE AND DISCIPLINE</i>)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (<i>City and State</i>)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (<i>If applicable</i>)
	(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost etc.</i>) AND SPECIFIC ROLE		
<input type="checkbox"/> Check if project performed with current firm			
b.	(1) TITLE AND LOCATION (<i>City and State</i>)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (<i>If applicable</i>)
	(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost etc.</i>) AND SPECIFIC ROLE		
<input type="checkbox"/> Check if project performed with current firm			
c.	(1) TITLE AND LOCATION (<i>City and State</i>)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (<i>If applicable</i>)
	(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost etc.</i>) AND SPECIFIC ROLE		
<input type="checkbox"/> Check if project performed with current firm			
d.	(1) TITLE AND LOCATION (<i>City and State</i>)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (<i>If applicable</i>)
	(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost etc.</i>) AND SPECIFIC ROLE		
<input type="checkbox"/> Check if project performed with current firm			
e.	(1) TITLE AND LOCATION (<i>City and State</i>)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (<i>If applicable</i>)
	(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost etc.</i>) AND SPECIFIC ROLE		
<input type="checkbox"/> Check if project performed with current firm			

E. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present no more than 10 projects)</i> <i>Complete one Section E for each project.</i>		20. EXAMPLE PROJECT KEY NUMBER:
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION E)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION E)
1		6	
2		7	
3		8	
4		9	
5		10	

G. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED:

H. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

APPENDIX 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: _____

APPENDIX 6

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

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

Signature: _____

Company Name: _____

Title: _____

Date: _____

Corp/Documents/Certification-Regarding-Compliance-With-Immigration-Reform-&-Control-Act-of-1986-RLL-06-14-06.doc

APPENDIX 7

PROJECT PROGRESS AND PERFORMANCE EVALUATION

PERFORMANCE EVALUATION (ARCHITECT-ENGINEER)

1. FUND NUMBER

2. PURCHASE ORDER

3. CPMS NUMBER

IMPORTANT: Be sure to complete Performance Section on reverse. If additional space is necessary for any item, use Remarks Section on reverse.

4. TYPE OF REPORT <i>(Check one)</i> INTERIM <input type="checkbox"/> COMPLETION OF CONSTRUCTION COMPLETION OF DESIGN 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
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10. CONTRACT DATA

A. TYPE OF WORK <input type="checkbox"/> FIXED PRICE <input type="checkbox"/> COST PLUS FIXED FEE <input type="checkbox"/> OTHER <i>(Specify)</i>	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 FIXED PRICE COST PLUS FIXED FEE OTHER <i>(Specify)</i>	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
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12. CONSTRUCTION COSTS	A. INITIAL ESTIMATE	B. AWARD	C. ACTUAL
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13. CONSTRUCTION CHANGES AND DEFICIENCIES	NUMBER	TOTAL
A. CONSTRUCTION CHANGES		
B. CONSTRUCTION CHANGES RESULTING FROM DEFICIENCIES IN A/E PERFORMANCE		
C. DEFICIENCIES PAID FOR BY A/E		
D. DEFICIENCIES PAID FOR BY SEPTA		

14. OVERALL RATING <input type="checkbox"/> EXCELLENT <input type="checkbox"/> AVERAGE <input type="checkbox"/> POOR	15. RECOMMENDED FOR FUTURE CONTRACTS? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>(If "NO", explain in REMARKS on reverse)</i>
16A. NAME AND TITLE OF RATING OFFICIAL	17A. NAME AND TITLE OF REVIEWING OFFICIAL
16B. SIGNATURE	16C. DATE
17B. SIGNATURE	17C. DATE

CONSULTANT:

PURCHASE ORDER:

STAGES OF SERVICES (AS APPLICABLE)					PERFORMANCE RATING FACTORS/RATINGS									RATED BY	
					N	A	C	C	C	M	M	P	W	CODE LEGEND + EXCELLENT A AVERAGE P POOR N/A NOT APPLICABLE NI NO INFORMATION	
					O	C	O	O	O	A	E	E	O		
					T	U	P	P	R	A	E	R	R		
					A	R	L	E	D	G		O			
					P	A	E	R	I	E	S	N	Q		
					L	Y	E	A	N	M	C	N	U		
					I		N	I	T	N	E	L	A		
					C		E	O	I		D		I		
					A		S	N	O		U		T		
					B		S				L		E		
					E						S		Y		
SIGNATURE AND DATE															
CONCEPTUAL DESIGN	SCHEDULE (Mo., Day, yr.)	FROM	TO	ARCH.											
				STRU.											
	ACTUAL (Mo., Day, yr.)	FROM	TO	MECH.											
				ELECT.											
PRELIMINARY DESIGN	SCHEDULE (Mo., Day, yr.)	FROM	TO	ARCH.											
				STRU.											
	ACTUAL (Mo., Day, yr.)	FROM	TO	MECH.											
				ELECT.											
FINAL DESIGN	SCHEDULE (Mo., Day, yr.)	FROM	TO	ARCH.											
				STRU.											
	ACTUAL (Mo., Day, yr.)	FROM	TO	MECH.											
				ELECT.											
SUPPORT DURING CONSTRUCTION	SCHEDULE (Mo., Day, yr.)	FROM	TO	ARCH.											
				STRU.											
	ACTUAL (Mo., Day, yr.)	FROM	TO	MECH.											
				ELECT.											
ESTIMATES				A/S											
				M/E											
CRITICAL PATH METHOD				PRE-AWARD											
				POST-AWARD											
POST CONSTRUCTION CONTRACT SERVICES				SHOP DRWGS.											
				MANUALS											
INSPECTION				FIELD											
				OFFICE											
SOLICITATION DOCUMENTS															

REMARKS

APPENDIX 8

CERTIFICATE OF COMPLIANCE WITH SECTION 109 OF THE JOINT RESOLUTION

APPENDIX 8
CERTIFICATE OF COMPLIANCE WITH
SECTION 109 OF THE JOINT RESOLUTION
MAKING FURTHER CONTINUING APPROPRIATIONS
FOR FISCAL YEAR 1988

The Proposer hereby certifies that it meets all requirements set forth in Section 109 of the Joint Resolution Making Further Continuing Appropriations for Fiscal Year 1988, Public Law 100-202. The undersigned Proposer hereby further certifies that it is not a consultant or subconsultant of a foreign country, or a supplier of products of a foreign country, which country is listed by the United States Trade Representative as a country which:

1. denies fair and equitable market opportunities for products and services of the United States in procurement, or
2. denies fair and equitable market opportunities for products and services of the United States in bidding,

For construction projects that cost more than \$500,000 and are funded (in whole or in part) by the government of such foreign country or by an entity controlled directly or indirectly by such foreign country.

Signature: _____

Name & Title: _____

Date: _____