



# **Request for Proposal**

**RFP #26-00025-AKQC**

**for**

**Customer Service Social Skills Training for Surface / Rail  
Transportation and Station Personnel Project**

**March 2026**

# **Customer Service Social Skills Training for Surface / Rail Transportation and Station Personnel Project**

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# **PART I**

## **Section 1** **Instructions and Information for Proposers**

**Request for Proposal**  
**Customer Service Social Skills Training for Surface / Rail**  
**Transportation and Station Personnel Project**

**SECTION 1 – INSTRUCTIONS AND INFORMATION FOR PROPOSERS**

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

II. **FORM OF PROPOSAL**

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

A. **Technical Proposal**

This shall include but not be limited to the following information:

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

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

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

## **B. Price Proposal**

The price to SEPTA for performing all the SEPTA required scope of services must be detailed in the Price Proposal. **The Price Proposal will be submitted to SEPTA as a SEPARATE DOCUMENT IN A SEALED ENVELOPE. Price Proposals which exclude or restrict cost items necessary for a Proposer to perform the SEPTA required scope of services are not acceptable and may be considered by SEPTA as non-responsive to the RFP.**

1. The Price Proposal shall be submitted using the form included in Attachment 3 along with any other additional information required to make it complete.
2. **The requirements of this RFP should be carefully reviewed by Proposer prior to preparation of its Price Proposal. In preparation of its Price Proposal, Proposer must assume that SEPTA will not make modifications to the terms of the Contract as attached.**

## **III. RESPONSIBILITY OF PROPOSER**

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

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

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

**IV. GENERAL REQUIREMENTS:**

**A. Submission of Proposals**

Proposals must be submitted in two (2) separate parts, in separate envelopes, and clearly marked as: Technical Proposal and Price Proposal.

One (1) hard copy of the Technical Proposal, one (1) hard copy of the Price Proposal, along with one (1) electronic copy of both proposals (placed on a flash or thumb drive) shall be **hand delivered no later than Thursday, May 14, 2026 by 4:00 pm ET** to:

**Southeastern Pennsylvania Transportation Authority  
Attention: Tinamarie Rintye, Contract Administrator  
Procurement & Supply Chain Management Division  
1234 Market Street  
Philadelphia, PA 19107-3780**

***NOTE: Oral, telegraphic, or telephonic proposals or modifications will not be considered.***

**B. Disadvantaged Business Enterprise (“DBE”) Goal - NOT APPLICABLE**

**No Goal(s) Established** – No Goal has been established for this procurement. If the successful Proposer uses a DBE subcontractor/subconsultant with the contract, the Proposer must include the properly executed DBE Participation Schedule with their Technical Proposal.

**C. SEPTA Solicitation Statistics Survey for DBE and Non-DBE Contractor/Consultant and Subcontractor/Subconsultant Form**

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

**D. Rights Reserved by SEPTA**

In submitting the proposal, the Proposer understands that the right is reserved by SEPTA to reject any and all proposals and/or to negotiate separately with any firm in any manner deemed appropriate to serve its best interest. If any award of Contract is made because of these Proposals, it will be made based on the Proposal(s) which best satisfied the intent of the RFP and other factors considered in the best interest of SEPTA. SEPTA is not liable for any expenses incurred by Proposers in the development of its Proposal, or any subsequent activity related to the Proposal.

Each Best and Final Offer (“BAFO”) submitted shall remain firm for at least one hundred and twenty (120) days from the date of BAFO submittal and may not be withdrawn in whole or in part during that time.

It is also understood and agreed that if the Proposer should withdraw any part or all of its proposal within this one-hundred and twenty (120) calendar days after the BAFO without the consent of SEPTA, or shall refuse or be unable to enter into the Contract as provided with these documents, it shall be liable to SEPTA to the extent of SEPTA’s damages occasioned by such withdrawal, or refusal, or inability to enter to a contract.

**E. Modifications to SEPTA'S Form of Contract**

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

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

**F. Insurance**

Within five (5) days after receipt from SEPTA of notice to award the Contract, the Contractor shall furnish SEPTA with CERTIFICATES OF INSURANCE (SEPTA's RFP number must be noted on certificates) and any other documents which SEPTA may require, such as copies of policies or endorsements, as evidence of compliance with the Insurance Requirements attached hereto and incorporated herein. Such insurance shall be maintained by Contractor in full force and effect until the Work has been completed and accepted by SEPTA.

**G. Performance Evaluation**

During the performance of the work, SEPTA will conduct at a minimum annually, a formal performance evaluation of the Contract (See Attachment 8).

**H. Taxes**

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

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

Proposer acknowledges that nothing in this RFP constitutes legal advice by SEPTA thereon. Proposer, to whatever extent that Proposer deems necessary, must obtain its own legal advice on any question concerning relevant taxes. Proposer is responsible for investigating whether it is subject to municipal, school district, Commonwealth of Pennsylvania, or Federal taxes and for paying such tax if applicable. Proposers are hereby informed that SEPTA is obligated by law to furnish to governmental entities, upon their request, the name and address of any person or firm with whom SEPTA has a contract for goods and/or services.

**I. Proposal Security - NOT APPLICABLE**

**J. Discrepancies - Duty of Proposer to Clarify Ambiguities**

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

**K. Addenda**

The contents of all addenda to Proposers are to be incorporated in the proposal and will become part of the RFP and/or Contract Documents.

**L. Certification Regarding Lobbying**

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

**M. Certification Regarding Compliance with Immigration and Control Act of 1986**

By signing and submitting a proposal, the Proposer agrees to furnish the Certification Regarding Compliance with Immigration Reform and Control Act of 1986 in compliance with the requirements stated in 8 U.S.C. §1324 (a). The signed Certification must be submitted with the submission of the technical proposal (See Attachment 9).

**N. Non-Collusion Requirement**

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

**O. 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.

**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 Management or their designee.

**2.0 DEFINITIONS**

2.1 "Interested Party" means any bidder/proposer.

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 Management or his/her designee (hereinafter Assistant General Manager of Procurement & Supply Chain Management).
- 2.4 “Federal/State Law or Regulation” means any valid requirement imposed by Federal, State, or other Statute or regulation.
- 2.5 “Presumptive Contractor/Consultant” means the bidder/proposer that is in line for award of the contract if 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 the due date of proposals 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 SEPTA’s Office of the Assistant General Manager of Procurement & Supply Chain Management, at the address indicated in the solicitation, and must contain the following information:
  - 4.1.1. The name, address, and telephone number of the Protestant;
  - 4.1.2. Identity of the IFB or RFP (by number and description); and
  - 4.1.3. A detailed factual statement of the grounds for protest; and
  - 4.1.4. 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 evaluation process of the proposals until after resolution of the protest for protests filed prior to the receipt of proposals or withhold award until after resolution of the protest for protests filed after an award recommendation is announced. However, SEPTA may receive or evaluate proposals or award a contract whenever SEPTA, at its sole discretion, determines that:

- 5.1.1. The items or work to be procured are urgently required; or
- 5.1.2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- 5.1.3. Failure to make a 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/Consultant 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 Management will respond in detail to each substantive issue raised in the protest within a reasonable time after the protest is filed. SEPTA's response shall address only the issues raised originally by the Protestant within the filed protest.

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 Management may summarily dismiss the protest without providing a detailed response..

### 5.4 Rebuttal to SEPTA Response

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

5.5 Request for Additional Information

Failure of the Protestant to comply with a request for information as specified by SEPTA's Assistant General Manager of Procurement & Supply Chain Management, 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 Management, and, if SEPTA so directs, shall be complied with by the other party within five (5) days.

5.6 Request for Reconsideration

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

5.7 Decision

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

**6.0 CONFIDENTIALITY OF PROTEST**

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

**7.0 FEDERAL TRANSIT ADMINISTRATION ("FTA") INVOLVEMENT**

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



# **PART I**

## **Section 2 Selection Process**

**Request for Proposal**  
**Customer Service Social Skills Training for Surface / Rail**  
**Transportation and Station Personnel Project**

**SECTION 2 – SELECTION PROCESS**

**I. TECHNICAL EVALUATION CRITERIA**

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

A. Project Approach and Deliverables:

Recorded, 20-minute demonstration of instructors' facilitation and presentation of an interactive exercise on the topic of Customer Service.

***NOTE: Demonstration MUST be conducted by instructors who will be conducting the training for SEPTA should bidder be awarded the contract.***

B. Qualifications and Experience:

Experience with development, design, and delivery of material. Provide experience of Proposer's prior work on other projects/contracts with other government agencies and private industry. Provide the qualifications of instructors

C. Quality and Design of Instructional Materials:

Provide examples of instructional materials such as; facilitator's guide and participant guides, worksheets, course evaluations and PowerPoint slides.

D. Project Plan:

Provide a project plan for Scope of Services from award to completion of contract.

**II. SELECTION**

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

- Superior:** Exceeds in all or most aspects the minimum requirements of the RFP. Offers solutions and responses to the Scope of Services that have a high probability of success. Provides cost effective advantages for the program and SEPTA. Response requires no modifications to conform and comply with the critical elements of the RFP.
- Very Good:** Meets in all aspects and in some cases exceeds the minimum requirements of the RFP. Offers solutions and responses to the Scope of Services that have a high probability of success. Provides cost effective advantages for the program and SEPTA. No significant weaknesses or deficiencies. Response requires little or no modifications to conform and comply with the critical elements of the RFP.
- Acceptable:** Meets the minimum requirements of the RFP; Responses and solutions offer no significant advantages; reasonable probability of success; Weakness and/or deficiencies require some modifications to conform and comply with the critical elements of the RFP.
- Marginal:** Responses and solutions to the Scope of Services provide minimum probability of success. Significant weaknesses and deficiencies in the responses and solutions offered. Responses require significant modifications to conform and comply with the requirements of the RFP.
- Unacceptable:** Responses and solutions fail to meet the minimum requirements of the RFP. Information provided is insufficient to evaluate the response. Major revisions required to cure deficiencies.

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

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

range will be determined by SEPTA and will consist of those firms whose proposals are determined to have a reasonable chance of being selected for an award based on the technical evaluations and price.

- E. No information, financial or otherwise, will be provided to any Proposer about any Proposals from other Proposers.
- F. After all negotiations and discussions have been completed, each of the Proposers within the competitive range with whom negotiations have been conducted will be afforded the opportunity to submit a Best and Final Offer (“BAFO”) (including Options). The BAFO shall be each Proposer’s most favorable Price Proposal for the Technical Proposal and business/contractual terms which have been clarified and agreed upon during discussions and negotiations. The request for a BAFO will set forth the specific time and date for the submission of the BAFO. The BAFO (including Options) will be evaluated by SEPTA. Each BAFO submitted shall remain firm for at least one-hundred-twenty (120) days from the date of BAFO submittal and may not be withdrawn in whole or in part during that time.

### **III. AWARD**

- A. As stated in Section I, Paragraph IV (General Requirements), E (Modifications to SEPTA’s Form of Contract) if any Proposer fails to submit minor modifications during the Questions & Answers phase and attempts to submit them subsequently may result in the proposal being deemed non-responsive. SEPTA may cancel a recommendation to award to a firm that makes such requests outside the allotted period.
- B. SEPTA will make an award, if any, only to a firm that has been determined by SEPTA to be fully responsive and responsible to the RFP requirements, while taking into consideration the staff’s evaluation of the Technical Proposals, interviews (if conducted), and the BAFO. A recommendation to the SEPTA Board will be made of the firm that is the most advantageous to SEPTA.
- C. If applicable, in accordance with SEPTA's Procurement Manual, Chapter V – 10.2, SEPTA's Board Committee, with staff support as appropriate, may interview, and receive a presentation (if desired) from all Proposers in the competitive range. Based upon presentations and, taking into consideration the staff’s evaluation of the written proposals submitted to SEPTA and the Best and Final Offer, the Board Committee will make a recommendation to the full Board of the firm(s) that are the most advantageous to SEPTA should be awarded the contract.
- D. Septa is prohibited from entering into a Cost-Plus Percentage of Cost (“CPPC”) contract under its Procurement Manual and applicable state and federal regulations. A CPPC contract reimburses a Proposer for actual project expenses, plus a fixed percentage as profit. CPPC contracts can have the undesirable effect of incentivizing Proposers to increase project expenses, thus maximizing their profit. These contracts have potential for cost overruns because the greater the project cost, the higher the Proposer’s profit margin.



## **PART II**

### **Contract Requirements**

**for**

### **RFP #26-00025-AKQC**

### **Customer Service Social Skills Training for Surface / Rail Transportation and Station Personnel Project**

# **Contract for Customer Service Social Skills Training for Surface / Rail Transportation and Station Personnel Project**

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**Contract  
for  
Customer Service Social Skills Training for Surface / Rail  
Transportation and Station Personnel Project**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between the **SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY ("SEPTA")**, a body corporate and politic exercising the powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof, with offices located at 1234 Market Street, Philadelphia, Pennsylvania 19107-3780, and \_\_\_\_\_ a company/corporation, established under the laws of \_\_\_\_\_ (hereinafter called the "Contractor"), having a principal place of business at \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, SEPTA desires to engage Contractor to perform certain technical and professional services in an undertaking hereinafter more fully described and set forth in this Request for Proposal ("RFP"), attached hereto and incorporated herein, in connection with an undertaking known as **Request for Proposal #26-00025-AKQC - Customer Service Social Skills Training for Surface / Rail Transportation and Station Personnel Project** (hereinafter called the "PROJECT"); and

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

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

**1. Incorporation of Recitals**

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

**2. Contract Documents**

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

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

**3. Engaging of Contractor/Consultant**

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

**4. Time of Performance**

- A. Contractor/Consultant shall perform all the services required under the Agreement within a total of **1,825 calendar days (5 years)** from the effective date stated in SEPTA's written Notice to Proceed (“NTP”).
- B. Contractor/Consultant shall commence performance promptly upon the effective date stated in SEPTA's NTP. Time is of the essence in the performance of services under the Contract.
- C. Contractor/Consultant understands and agrees that any costs incurred prior to the effective date stated in the NTP, even though incurred in the performance of services to be rendered under the Agreement, are not allowable costs and Contractor/Consultant will not be reimbursed by SEPTA for any such costs.
- D. Contractor/Consultant shall meet all other time limits set forth in Attachments 1 through 11.
- E. Contractor/Consultant shall promptly report to SEPTA’s Project Manager and SEPTA’s Contract Administrator any delays or anticipated delays as soon as Consultant becomes aware of the same.

**5. Data Available to Contractor/Consultant**

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

SEPTA shall provide any and all available record drawings for basic informational purposes and the Contractor/Consultant, except as specifically set forth in the accompanying documents and forms, 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

**6. Personnel To Be Used in Providing Services**

a. Responsibility for Personnel

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

b. Only Certain Employees to Perform Services

Contractor/Consultant shall provide SEPTA with a list of all personnel (home office and field) who will perform services under the Agreement.

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

Personnel highlighted in this RFP 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.

Contractor/Consultant agrees that it will perform all the services required under the Agreement using present employees of Contractor/Consultant only, provided that Contractor/Consultant may add additional employees to the original list of employees supplied by Contractor/Consultant in the event Contractor/Consultant obtains the prior written consent of SEPTA to do so in each instance. Contractor/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 Contractor/Consultant and Its Employees Involved in this Project Expressly Limited - Contractor/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 Contractor/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.

**7. 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 this RFP under Disputes. .

**8. Total Contract Price**

Contractor/Consultant agrees to complete performance of all services required by the Scope of Services, at a total price not-to-exceed \_\_\_\_\_ USD (\$\_\_\_\_\_) and shall be in accordance with the pricing submitted in Attachment #3 "Price Proposal" or Best & Final Offer ("BAFO"), if applicable. Said total cost to SEPTA hereinafter referred to as "Total Contract Price."

**9. Method of Payment**

a. To obtain payment of a portion of the Total Contract Price, Contractor/Consultant may submit to SEPTA, not more than once each calendar month, an invoice for payment for services rendered in the preceding month, in such form and reasonable detail as SEPTA may require. Such invoices shall not be for amounts inconsistent with the actual physical progress of the services Contractor/Consultant has performed on the Project as determined by SEPTA's Project Representatives. Invoices, at a minimum, shall include the following information: activity date(s), consultant and/or subconsultant name/title who performed the services, number of hours worked, hourly rate, and a description of task/services provided. Consultant and/or subconsultant personnel shall invoice for completed work in accordance with positions listed, and hourly rates established, within the initial price proposal, or Best and Final Offer ("BAFO"), if applicable. If the Contractor/Consultant uses a DBE, each invoice shall include a DBE Invoice Payment Report (a sample copy of the DBE Invoice Payment Report is attached to the Contract). In each invoice Contractor/Consultant shall:

- (1) Certify that all services described were performed in conformity with the terms of the Contract and that it is entitled to receive the amounts specified under the terms of the Contract in accordance with said description.

- b. Payments due to Contractor/Consultant under the Contract shall be made within thirty (30) calendar days after written approval of Contractor/Consultant's invoice by SEPTA's Project Representatives.

**10. Audit and Inspection of Books and Records**

Contractor/Consultant shall keep written records in reasonable detail of all services performed by it under the Agreement. All financial data, written records, reports, work sheets, data, and information prepared, generated, or obtained in connection with Contractor/Consultant's performance of services for SEPTA shall be made available during the term of the 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 Contractor/Consultant's performance under the Agreement. Contractor/Consultant shall permit the audit and examination of the aforementioned material, including the making of excerpts and transcriptions, by appropriate officers or representatives of SEPTA and any governmental funding agency providing financial assistance for the Project, including the United States Department of Transportation, the Office of the Comptroller General of the United States, and the Pennsylvania Department of Transportation.

Contractor/Consultant shall require its subcontractors/subconsultants to keep written records in reasonable detail of all services performed by them for Contractor/Consultant under the Agreement and Contractor/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 Contractor/Consultant. Contractor/Consultant shall further require that all written records, reports, work sheets, data, and information prepared, generated, or obtained in connection with such subcontractor's/subconsultant's performance of services for Contractor/Consultant shall be made available during the term of the 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 Contractor/Consultant.

**11. Overpayments**

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

**12. All Information and Findings to Remain Confidential**

Contractor/Consultant agrees that all information relating to research investigations (patentable or unpatentable), specifications and other evaluations, drawings, tracings, plans, and other data which have been obtained by Contractor/Consultant from SEPTA or are evolved or developed by Contractor/Consultant (or by others under 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, Contractor/Consultant shall not use or disclose such information for any purpose (or permit its usage or disclosure by others under Contractor/Consultant's supervision or direction) except to the extent necessary to perform services under the Agreement, unless Contractor/Consultant can demonstrate to the satisfaction of SEPTA that such information was actually known to Contractor/Consultant prior to the Agreement or was independently and properly obtained or developed by Contractor/Consultant apart from any connection with SEPTA or its employees, directly or indirectly, without breach of any confidential relationship or was publicly available, or is disclosed pursuant to a duly authorized court order, subpoena or governmental authorization. Contractor/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. Data to Become Property of SEPTA - NOT APPLICABLE**

**14. Interest of Contractor/Consultant**

Contractor/Consultant agrees, for itself and its employees involved in this Project, that it has no interest and shall not acquire any interest, direct or indirect, including any business interest or other pecuniary or beneficial interest which would conflict in any way whatsoever with performance of services in connection with the Project. In addition, Contractor/Consultant is hereby referred to the provisions of Paragraph 6 "Personnel to Be Used in Providing Services," of the Contract.

**15. Assignment of Rights, Delegation of Duties Restricted**

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

**16. Subcontracting**

a. Subcontracting Restricted

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

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

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

c. Subconsultant/Subcontractor Relations

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

In the absence of good and sufficient reasons, within twenty (20) business days of the receipt of payment from SEPTA by the Contractor/Consultant, the Contractor/Consultant shall pay each subcontractor/subconsultant with whom it has contracted their earned share of the payment the Contractor/Consultant received.

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

With regard to any claim or dispute with respect to payment of a subconsultant or subcontractor, or supplier at any tier, Contractor/Consultant expressly agrees to defend, indemnify and hold SEPTA harmless in the event any suit is brought on account of a dispute between any of the parties including but not limited to subconsultants, subcontractors, suppliers and materialmen and in particular, Contractor/Consultant shall assume the defense affirmatively at its sole cost whenever such suit is brought in any jurisdiction.

The Contractor shall notify SEPTA of any current or prospective legal matters that may affect the Federal Government, including but not limited to fraud, waste, and abuse. When apprised, SEPTA shall promptly notify FTA Chief Counsel and FTA Counsel for Region 3. Contractor shall include an equivalent notification clause in its Third-Party Agreements and shall require each Third-Party Participant to include an equivalent notification clause in its sub-agreements, so that such third-party legal notice requirement will be binding on parties at every tier in all agreements deemed a "covered transaction" according to 2 C.F.R. §§180.220 and 1200.220.

**17. Interpretation of Scope**

SEPTA's Project Manager and/or Contract Administrator shall have the right to make, in writing, interpretations of the Scope of Services 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 Attachments 1 through 11 of the Contract may be reduced, modified, or expanded within or beyond the scope of the Contract by written modifications executed by SEPTA and Contractor/Consultant.

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

- b. Notwithstanding paragraph "a" above, SEPTA may at any time, by written order, make changes within the general scope of the Contract to the services performed by Contractor/Consultant. If any such change causes an increase or decrease in the price of, or the time required for, the performance of any portion of the services under the Contract, SEPTA's Contract Administrator shall make equitable adjustment in any one or more of the following: price; completion schedule; or other affected terms; and shall modify the Contract in writing accordingly.

Any claim by Contractor/Consultant for adjustment under this paragraph must be asserted within thirty (30) calendar days from the date of receipt by Contractor/Consultant of the notification of change; provided however that SEPTA's Contract Administrator, if the Contract Administrator decides that the facts justify such actions, may receive and act upon such claim at any time prior to final payment under the Contract. Failure to agree to any adjustment shall be a dispute within the meaning of Paragraph 31 Disputes. However, nothing in this paragraph shall excuse Contractor/Consultant from proceeding with the Contract as changed.

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

**19. Infringement of Patents, Trademarks and Copyrights**

Contractor/Consultant shall defend, indemnify and save harmless SEPTA, its Board Members, officers, agents, servants, 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 Contractor/Consultant in performance of the Agreement.

**20. Covenant Against Contingent Fees**

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

**21. Termination for Convenience of SEPTA**

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

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

**22. Termination of Contract for Cause**

If Contractor/Consultant fails to remedy to SEPTA's satisfaction the breach or default of any of the terms, covenants, or conditions of the Agreement within ten (10) days after receipt by Contractor/Consultant of written notice from SEPTA setting forth the nature of said breach or default and/or if the Contractor/Consultant is suspended or debarred by any federal agency or by the Commonwealth of Pennsylvania, SEPTA shall have the right to

terminate the Agreement without any further obligation to Contractor/Consultant. Any such termination for cause shall not in any way operate to preclude SEPTA from also pursuing all available remedies against Contractor/Consultant.

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

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

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

### **23. Indemnification**

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

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

Contractor/Consultant, for itself and its employees, Board members, officers, agents, servants, workers, contractors/consultants, subconsultants/subcontractors, licensees and invitees , or any other person working on Contractor/Consultant's behalf, hereby releases

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

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

## 24. **Insurance**

### A. **Contractors Liability Insurance**

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

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

### B. **Evidence of Compliance**

#### 1. Certificates of Insurance

Simultaneously with the execution of the Agreement, the Contractor shall furnish Southeastern Pennsylvania Transportation Authority ("SEPTA") with CERTIFICATES OF INSURANCE and any other documents which SEPTA may require, such as copies of policies or endorsements, as

evidence of compliance with these Insurance Requirements which are an integral part of the Contract. In the Description of Operations section of the Insurance Certificate please include the **RFP #26-00025-AKQC - Customer Service Social Skills Training for Surface / Rail Transportation and Station Personnel Project.**

2. Written Approval Required

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

C. Policies to Remain in Force

1. Until completion and acceptance

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

2. All policies shall provide for not less than ten (10) days or more than thirty (30) days written notice to SEPTA before cancellation by the Company issuing the insurance. If such notice is not provided for within the basic terms of the policy, it shall be provided by endorsement or notation on the Certificate.

3. Replacement coverage required

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

D. Additional Insured Required

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

ADDITIONAL INSURED LANGUAGE:

1. SEPTA must be provided with true copies of declaration pages and policies of insurance upon request.
2. SEPTA is to be listed as additional insured on all applicable liability policies excluding Workers Compensation and Professional Liability.
3. Workers Compensation must provide a waiver of subrogation.

- 4. Each policy shall state that the insurance provided to the additional insureds is primary and non-contributory to any other insurance available to the additional insured.
- 5. SEPTA must be the certificate holder on all applicable liability coverage with respect to this project and it should be noted on the insurance certificate and policies.
- 6. SEPTA must be provided with proof of insurance that demonstrates compliance with these requirements as well as all limit as and other mandated aspects of coverage.

E. Contractual Liability (Hold Harmless) Coverage

Policy shall be written or endorsed to include coverage for the liability assumed by the terms of the Contract and the Indemnification Agreement. Certificate or policy will state that the coverage applies to the Contract described as: **RFP #26-00025-AKQC - Customer Service Social Skills Training for Surface / Rail Transportation and Station Personnel Project.**

F. Waiver of Liability for Premiums

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

G. Self-Insurance Retention Language

Self-Insurance Retention (“SIR”) is limited to \$50,000.00 or less, subject to SEPTA’s approval. Every self-insured retention must be declared to SEPTA.

H. The contractor shall, as a condition of the contract, provide and maintain at its own cost and expense the following kinds and amounts of insurance. The insurance required shall be written for not less than any limits of liability specified below or required below, whichever is greater.

1. General Liability Insurance (excluding vehicles)

Comprehensive General Liability Insurance for Bodily Injury and Property Damage to others. Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 combined limit per occurrence and \$2,000,000.00 aggregate.

a. Minimum Limits of Liability

Products/Completed Operations Aggregate Per Project	\$2,000,000
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Fire Damage Legal Liability (any one fire)	\$ 300,000
Personal and Advertising Injury Limit	\$1,000,000

b. Products Completed Operations

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

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

c. Additional Insureds

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

d. Coverage

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

2. Automobile Liability

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

a. Minimum Limits of Liability

\$1,000,000.00 combined Single Limit (Bodily Injury and Property Damage) per occurrence.

b. Additional Insureds

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

c. Hired and Other Non-Owned Vehicles

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

3. Worker's Compensation Insurance

As required by the applicable laws of the Commonwealth of Pennsylvania and Workers Compensation of not less than \$1,000,000.00 and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. Must include a Waiver of Subrogation where permitted by state law, naming Southeastern Pennsylvania Transportation Authority ("SEPTA").

4. Umbrella Excess Liability Insurance

- a. Occurrence Limit: \$1,000,000.00
- b. Aggregate Limit (where applicable): \$1,000,000.00
- c. Policy to apply excess of the Commercial General Liability (following form Per Project Aggregate Limit), Commercial Automobile Liability and Employer's Liability Coverages and "drop-down" for defense and indemnity in the event of exhaustion of the underlying insurance, to the extent such insurance is used to satisfy the above-noted requirements.

d. Additional Insureds

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

I. Payment of SEPTA Claims

Contractor shall require its insurance carrier(s) to make checks in payment of SEPTA claims payable directly to SEPTA.

J. No Limitations

The types and limits of insurance required in this Exhibit do not in any manner limit Contractor's liabilities or obligations to indemnify, defend, or hold SEPTA harmless under this Agreement.

**25. Personnel Security Measures**

SEPTA reserves the right to impose personnel security measures upon the Contractor/Consultant and its employees as SEPTA deems necessary and appropriate to ensure the safety of its patrons, employees, and property. These measures may include, but are not limited to, registration of all employees of the Contractor/Consultants and its subcontractors/subconsultants who shall be working on SEPTA property, photo identification of all registered employees, and background investigations of all registered employees. In addition, SEPTA reserves the right to institute personnel security measures,

which may be imposed at any time during the Work. SEPTA shall assume the costs of such security measures. The Contractor/Consultant and its employees shall cooperate fully with SEPTA in implementing and enforcing security measures on SEPTA property. The Contractor/Consultant shall be notified by SEPTA, in writing, about what is required by SEPTA to conduct any personnel security measures being imposed on the Contractor/Consultant.

Except as authorized by the General Manager (or designee) or expressly deemed exempt by virtue of the nature of their job in the course of their duties, no employee, agent, contractor, vendor, or other individual shall either use or possess any weapon while on SEPTA property or are otherwise in pursuit of SPETA business. A weapon includes, but is not limited to, any firearm; explosive or incendiary device; blackjack sandbag; metal/brass knuckles; non-work-related knife; razor or cutting instrument; or any other prohibited offensive weapon as defined under Section 908 of the Pennsylvania Crimes Code. (18 Pa. C.S. Section 908).

**26. Written Notices**

Written notice shall be deemed to have been duly served if delivered to or sent by mail to:

**FOR SEPTA:**

**Southeastern Pennsylvania Transportation Authority**  
Attention: Assistant General Manager of Procurement and Supply Chain Mgt.  
1234 Market Street, 11th Floor  
Philadelphia, PA 19107-3780

or such other address as SEPTA may from time to time designate.

**FOR CONTRACTOR:**

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

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

**28. Governing Law, Forum Selection, and Consent to Jurisdiction**

All matters or claims arising out of, related to, or in connection with the Contract, the Project or the relationship between the parties shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws of such state. All matters, disputes, claims, litigation, or proceedings of any nature whatsoever based upon, arising out of, under or in connection

with the Contract, the Project or relationship between the parties shall be solely and exclusively brought, maintained, resolved, and enforced in the state or federal courts located in the City of Philadelphia, Pennsylvania, irrespective of any procedural rules or laws related to venue and forum non convenes, including but not limited to any choices Contractor/Consultant may have under any such rules or law. Contractor/Consultant hereby expressly consents to the jurisdiction of the state and federal courts located in the City of Philadelphia and hereby expressly and irrevocably waives any objection which Contractor/Consultant may have or hereafter may have to jurisdiction or venue in the state and federal courts located in the City of Philadelphia and any claim that such court is inconvenient or lacks personal jurisdiction over Contractor/Consultant. Contractor/Consultant represents and acknowledges that the choice of jurisdiction and venue described above is reasonable and has been freely and voluntarily made by Contractor/Consultant. Further, the choice of jurisdiction and venue described above shall be mandatory and not permissive in nature, thereby precluding the possibility by Contractor/Consultant of litigation or trial in any other jurisdiction, court, or venue other than specified above, except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

**29. Waiver of Breach of Contract**

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

**30. SEPTA Equal Employment Opportunity Contractual Requirements**

Contractor/Consultant covenants and agrees to abide by all stipulations attached hereto and made a part hereof as Attachment 11 for all services to be performed in connection with the Contract.

**31. Disputes**

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

b. Performance During Disputes

Unless otherwise directed by SEPTA, Contractor/Consultant shall continue performance under the Contract while matters in dispute are being resolved.

**32. Third Party Contract Rights**

It is agreed that SEPTA, neither by this paragraph nor by any other provisions in the Contract or other statements prior to or contemporaneous with the Contract creates any right or expectation in any third party or third parties (including, without limitation, subcontractors/subconsultants) enforceable at law or in equity or any other proceeding against SEPTA, its Board Members, officers, agents, servants, workers, employees, subsidizers, indemnities, or assigns.

**33. Prohibited Interest**

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

**34. Integration**

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

**35. Severability**

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

**36. Disadvantaged Business Enterprise ("DBE") Requirements - NOT APPLICABLE**

**37. Joint and Several Liability**

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

38. **Warranties - NOT APPLICABLE**

39. **Performance Bond - NOT APPLICABLE**

40. **Liquidated Damages - NOT APPLICABLE**

41. **Delivery**

- a. Delivery shall be as required in the Scope of Services.
- b. All items shall be delivered in good condition, complete, ready for operation or use, and in conformity with the Scope of Services and other Terms and Conditions of this Contract.

42. **Inspection - NOT APPLICABLE**

43. **Seat Belt Use**

Contractor agrees to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles used while working on SEPTA projects, whether on SEPTA property or in transit to or from SEPTA property, at all times during the entire duration of the project. Contractor also agrees to include a "Seat Belt Use" provision in any and all of its third-party agreements related to the Contractor's performance under this Contract.

44. **Distracted Driving, Including Text Messaging, While Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by the Contractor or their own personal device, and driving a vehicle the driver owns or rents; a vehicle the Contractor owns, leases, or rents; or a privately-owned vehicle when on official business in connection with this Contract, or when performing any work for or on behalf of this Contract. The Contractor agrees to conduct workplace safety initiatives, including establishing new rules and programs to prohibit text messaging while driving, re-evaluating existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving. The Contractor also agrees to include the above-referenced provisions in any and all of its third-party agreements, all third parties of whom must comply with this Section.

45. **Buy America / Buy American**

None of the funds provided under this award may be used for a project for infrastructure **unless:**

- (1) all iron and steel used in the project must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project must be produced in the United States. This means the product was manufactured in the United States; and the cost of the components of the manufactured products that are mined, produced, or manufactured in the United States is greater than fifty-five (55) percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project

**46. City and Minimum Wage and Benefits**

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

**47. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment**

- (a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means:

- The People's Republic of China.

*Covered telecommunications equipment or services* means:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means:

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 ( [50 U.S.C. 4817](#)).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
- (c) *Exceptions.* This clause does not prohibit contractors from providing -
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (d) Reporting requirement.
- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler

number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.*

The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

**48. Environmental and Sustainability Management System (“ESMS”) Contractor Training**

Every contract representative working on SEPTA owned property is responsible for making environmental compliance a high priority. As such, responsibility of compliance with the **International Organization for Standardization (“ISO”) 14001:2015 and SEPTA Section 010600 Regulatory Requirements and Safety** lies with all SEPTA employees and contracted personnel on behalf of SEPTA, as well as compliance with all applicable federal, state, and local laws.

Prior to performing Work on SEPTA property, all Contractor/Subcontractor and their employees are required to:

- a. Complete SEPTA’s online “ESMS Contractor Training” and quiz.; Found on SEPTA.org under the procurement tab. This training is free and can be completed in approximately twenty (20) minutes.
- b. Document training completion and keep on file for possible review at any time by SEPTA.

As SEPTA’s business partners, you and your subcontractors are expected to communicate this policy to your principals and employees. Additionally, SEPTA Prime Contractors shall include an equivalent notification requirement in its Third-Party Agreements and shall require each Third-Party Participant to include an equivalent provision in its sub-agreements, so that such notification requirement will be binding on each party at every tier in all agreements.

**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

\_\_\_\_\_  
Scott A. Sauer  
General Manager

(SEAL)

**ATTEST:**

**CONTRACTORS NAME:**

\_\_\_\_\_  
Secretary or Treasurer

\_\_\_\_\_  
President or Vice-President

\_\_\_\_\_  
(Please type name)

\_\_\_\_\_  
(Please type name)

By: \_\_\_\_\_, Esq.  
Office of General Counsel  
Southeastern Pennsylvania  
Transportation Authority

## **PART II**

### **Attachment 1 Technical Proposal**

**(Technical Proposal to be inserted at time of award)**

## **PART II**

### **Attachment 2 Scope of Services**

## **SCOPE OF SERVICES**

### **OBJECTIVE:**

The Southeastern Pennsylvania Transportation Authority (“SEPTA”) requires the professional services of a qualified consultant to design, deliver, and provide a Customer Service Social Skills Training course for newly-hired and veteran front-facing employees and a Customer Service and Motivational Techniques, Communication and Conflict Management Skills Training course for Operations Division managers within SEPTA.

### **SCOPE:**

Research and practice have shown that the workforce could benefit from customer service education particularly in social skills. These fundamentals should include, but not be limited to, the following:

1. Understanding chronic urban trauma-domestic and community violence, harming others, self-destructiveness, re-victimization, power grabbing, de-escalating conflict, anger, and fighting.
2. Working in environments with the homeless and opioid population, teaching techniques on how to work in these situations, remain calm, understand the verbal and non-verbal communication of the vulnerable, how to prevent the escalation of a conflict, how to respond, what to say and not say when confronted with an unstable person.
3. Transmitting a positive attitude-appearance, body language, attitude, voice, energy level.
4. Defining and communicating what Customer Service means, to include but not limited to; a) identifying customer needs-who are the customers, b) what do they want, c) what do they need, d) what do they think, e) what do they feel, f) whether they are satisfied, g) whether they will return, h) anticipating customer needs, i) remaining attentive, j) listening skillfully and k) obtaining feedback.
5. Providing for customer needs-providing services, meeting basic needs, performing back-up duties, sending clear messages, saying the right thing, selling the organization, preparing for the unexpected.
6. Making sure customers return-handling complaints effectively, winning over difficult customers, taking one extra service step.

Research and practice have shown that training needs to be supported and cascaded from the top down. Therefore, the course for Managers needs to support the Social Skills course and needs to focus on building skills in leadership, communication styles, conflict resolution, and positive feedback. The program will explore obstacles to productive workplace behaviors and relationships and the link between trauma and organizational conflict.

A variety of interactive training techniques such as lectures, small group discussions, games, panels, case studies, simulations, videos, role plays etc. are appropriate to incorporate into the

program. The target audience for this education are newly-hired surface transportation operators and assistant conductors, veteran surface transportation operators and assistant conductors/conductors, and Operations Division managers at SEPTA. These are front-facing employees who are SEPTA's first point of contact with the external customer and are crucial to generating continuing revenue for the organization.

The Customer Service Social Skills Training course and the Customer Service and Motivational Techniques, Communication and Conflict Management Skills Training course for Operations Managers will include feedback and lessons learned from the previous classes developed and performed under the previous/existing contract for these services. The goal is that the programs will teach relevant content, enable students to practice skills in the classroom and transfer those skills back to the job and, finally, to impact SEPTA's business measures on customer service, quality, revenue, safety, and efficiency. Data will be collected on a variety of customer service metrics pre and post program implementation will be utilized to measure the return on investment. The Consultant will act as Project Manager to coordinate his/her instructors with SEPTA's training schedule, assimilate his/her instructors into SEPTA's culture and program, supervise the instructors' delivery, secure approval of customized course materials from SEPTA's Director of Training and Development, and ensure the quality of the course materials.

### **ANTICIPATED SCHEDULE:**

It is anticipated that the Customer Service Social Skills Training course will be offered to SEPTA's newly-hired and veteran front-facing employees approximately sixty-three (63) times over a one (1) year period.

The classes will be either a five (5) day class for the newly hired employee and a four (4) day class for the veteran employee. The classes will consist of approximately twenty-seven (27) students. The anticipated annual schedule for the classes is as follows:

1. New Bus Operators - 16 five-day classes
2. New Asst. Conductors - 16 five-day classes
3. Veteran Bus Operators/Asst. Conductors/Cond. - 16 four-day classes
4. Veteran Cashiers/Maintenance Custodians - 15 four-day classes
5. Operations Managers - 5 three-day classes

It is anticipated that the Customer Service and Motivational Techniques, Communication, and Conflict Management Skills Training course for Operations Managers will be offered five (5) times over any one (1) year period. The classes will be three (3) days.

***Note: The schedule may be altered based on need but will not exceed three-hundred (300) days in total.***

### **SCHEDULING OF CLASSES:**

1. Classes will be scheduled during the normal weekday business hours from 8:00 a.m. to 4:30 p.m. ET. There will be one (1) hour for lunch and two (2) fifteen (15)-minute breaks, one (1) in the morning and one (1) in the afternoon.

2. Although most training will be scheduled a minimum of thirty (30) working days in advance, occasionally a class may be scheduled with a notice of only five (5) working days.
3. To schedule classes, a proposed schedule from SEPTA will be e-mailed to the Consultant. The Consultant will return a signed copy of the schedule by fax or regular mail indicating agreement on dates and times. At that time, the Consultant will provide SEPTA with the name(s) of the instructor(s), a list of equipment SEPTA needs to provide, and a list of supplies the Consultant will provide.

### **CANCELLING COURSE(S):**

The following guidelines will apply for SEPTA programs:

#### **SEPTA Cancellations:**

1. Under normal circumstances, SEPTA will not cancel any programs. In the case of business emergency, such as strikes, SEPTA may reschedule a class with the Consultant five (5) working days prior to the originally-scheduled date.
2. SEPTA normally does not close during the winter months for inclement weather. On snow days, classes will begin as soon as a sufficient number of employees arrive and will run late, if needed, to complete the course. Consultant is advised to contact SEPTA's Manager of Leadership Development for information regarding the status of a course when there is inclement weather. SEPTA may cancel in fewer than five (5) working days due to weather emergencies without penalty.

#### **Consultant Cancellations:**

The following guidelines will apply:

1. Despite competing business priorities, the Consultant is not expected to cancel a class. Therefore, the Consultant must guarantee SEPTA that there is a sufficient number of qualified instructor(s), in SEPTA's opinion, to support this program at all times during the contract period.

#### **Classroom Facilities and Supplies:**

1. SEPTA will provide classroom facilities, flipchart easels, overhead projectors, and TV/VCR/DVD/Computer.
2. Consultant will provide participant workbooks or other instructional resources for courses as well as needed training supplies, such as flipchart paper and markers, as indicated by the Project Manager.

## **PART II**

### **Attachment 3 Price Proposal**

**(Price Proposal to be inserted at time of award)**

**PRICING PROPOSAL FORM FOR RFP #26-00025-AKQC**  
**Customer Service Social Skills Training for Surface / Rail Transportation and Station Personnel Project**

Up to 68 Course Offerings not to Exceed 300 Days per Year	Course Development Qty=1/audience	Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total, (include Course Development)
A. New Bus Operator (Approx. 16 Classes/Year)	rate per hour						
B. New Assistant Conductor (Approx. 16 Classes/Year)	rate per hour						
C. Veteran Bus Operator/ Asst. Conductors/Cond/Passenger Services Representatives (Approx. 16 Classes/Year)	rate per hour						
D. Veteran Cashiers/Maintenance Custodians (Approx. 15 Classes/Year)	rate per hour						
E. Operations Manager (Approx. 5 Classes/Year)	rate per hour						
<b>TOTALS (A through E):</b>							
<b>Hourly Billing Rate for Course Modifications after initial Course Development:</b>							
All Materials, ODCs, and Travel to execute each class shall be included in the prices above. ----- Travel, lodging and meal shall comply with Federal per Diem rates. Prices shall be based upon the approximate number of classes/year. ----- Course Development cost shall be the price to develop each course.							

**Notes:**

1. The Customer Service Social Skills Training course shall be presented for audience lines A through D, above.;
2. The Customer Service and Motivational Techniques, Communication and Conflict Management Skills Training course shall be presented for audience line E, above.; and,
3. This is an as-required contract. All quantities listed above are estimates only, and SEPTA is not obligated to expend any specific amount.
4. Consultant shall assume no more than 100 hours of Course Development time per Course.

## **PART II**

### **Attachment 4 Federal Transit Administration (“FTA”) Required Provisions for Contracts**

**FEDERAL REQUIREMENTS ARE NOT APPLICABLE TO THIS CONTRACT**

**PART II**

**Attachment 5  
Certification Regarding Lobbying**

**(NOT APPLICABLE)**

## **PART II**

### **Attachment 6 Disadvantaged Business Enterprise (“DBE”) Requirements (NOT APPLICABLE)**

## **PART II**

### **Attachment 7 SEPTA Solicitation Statistics**



### 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](mailto: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](http://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: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

## **PART II**

### **Attachment 8 Project Progress and Performance Evaluation Form**

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

**PERFORMANCE EVALUATION (Other than Architect/Engineer)**

*(Continuation from previous page)*

Consultant:

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

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

## **PART II**

### **Attachment 9**

# **Certification Regarding Compliance with Immigration Reform and Control Act of 1986**

**(NOT APPLICABLE)**

## **PART II**

### **Attachment 10 State and Local Contract Requirements**

## **STATE AND LOCAL CONTRACT REQUIREMENTS**

### **DEFINITIONS:**

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, 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 for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse SEPTA for the reasonable costs of investigation incurred by SEPTA's Office of the Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and SEPTA that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

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

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

#### **SR-4 Contractor Responsibility**

##### **A. APPLICABILITY**

This article applies to all purchase orders and contracts.

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

1. The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

2. The Contractor must also certify, in writing, that as of the date of its execution of any Commonwealth contract, it has no tax liabilities or other Commonwealth obligations.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state governmental entity. Such notification shall be made within 15 days of suspension or debarment.
4. The failure of the Contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for reasonable costs of investigation incurred by the Office of the Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations which do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain the current list of suspended and debarred Commonwealth Contractors by either searching the Internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

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

## **SR-5 Retainage**

### **A. APPLICABILITY**

This article applies to all construction purchase orders and contracts.

- B.** SEPTA may withhold an amount not to exceed ten (10%) percent of SEPTA's portion of net Project cost of this Agreement to ensure substantial completion by the contractor of the Project. SEPTA may at any time release any portion of any

such retainage if, in the opinion of SEPTA , the contractor has substantially completed sufficient portions of the Project to justify such payments.

## **SR-6 Steel Products**

### **A. APPLICABILITY**

This article applies to all purchase orders and contracts.

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

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

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

### **A. APPLICABILITY**

This article applies to all purchase orders and contracts.

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

## **SR-8 Right To Know**

### **A. APPLICABILITY**

This article applies to all purchase orders and contracts.

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

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

Upon written notification from SEPTA that it requires Subgrantee's or Contractor's assistance in responding to a request under the RTKL for information related to this Agreement that may be in Subgrantee's or Contractor's possession, constituting, or

alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), Subgrantee or Contractor shall:

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

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

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

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

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

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

parties, Subgrantee or Contractor agrees to waive all rights or remedies that may be available to it as a result of SEPTA's disclosure of Requested Information pursuant to the RTKL.

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

## **PART II**

### **Attachment 11** **SEPTA'S Equal Employment Opportunity (“EEO”)** **Contractual Requirements**

**SEPTA'S EQUAL EMPLOYMENT OPPORTUNITY  
CONTRACTUAL REQUIREMENTS**

In connection with the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, religion, sex, or national origin. The Contractor shall 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.

**Nondiscrimination:**

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

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

7. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of Paragraph 1 through 8 in every subcontract or purchase order so that such provisions shall be binding upon each subconsultant or vendor. The Contractor will take such action with respect to any subcontract or purchase order as SEPTA may direct as a means of enforcing such provisions, including sanctions for noncompliance.
8. SEPTA reserves the right to monitor and periodically audit its Contractors' compliance with the specifications discussed in this section. In the event the Contractor fails to comply with the nondiscrimination provisions of the Contract, the Contractor may also be subject to termination of the contract or other remedies as provided in 49 CFR Part 26.13(b). SEPTA shall make a report of any such compliance issues to the Office of Federal Contract Compliance Programs ("OFCCP").

(See Exhibit I Section B)