

Southeastern Pennsylvania Transportation Authority (SEPTA)

Request for Proposal

25-00293-AMUD

for

Alternative Energy Credit Aggregator/Broker

January 2026

Alternative Energy Credit Aggregator/Broker

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Southeastern Pennsylvania Transportation Authority

Part I

Instructions and Information

Request for Proposal Alternative Energy Credit Aggregator/Broker

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 identifying the qualifications and experience of the manager of the Project and all key personnel. **Except as specified in Paragraph 6 of the attached Contract, SEPTA will not permit a change in the manager of the Project or key personnel after award, if any, to the successful proposing firm.**
3. 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:

1. **Integrity and Ethics** - Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j) (2) (A);
2. **Debarment and Suspension** – Is neither debarred nor suspended from Federal programs under DOT regulations, “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.
3. **Affirmative Action and DBE** – Is in compliance with the Common Grant Rules' affirmative action and DOT's Disadvantaged Business Enterprise requirements, 49 CFR, Part 26;
4. **Public Policy** – Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325 (j) (2) (B) and Commonwealth of Pennsylvania public policies;
5. **Administrative and Technical Capacity** – has the necessary organization, experience, accounting, and operational controls and technical skills, or the ability to obtain them in compliance with 79 U.S.C Section 5325 (j) (2) (D);

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

IV. **GENERAL REQUIREMENTS:**

A. **SUBMISSION OF PROPOSALS**

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

**Southeastern Pennsylvania Transportation Authority
Attn: Matthew Dooner
Manager – Asset Recovery Program
Procurement & Supply Chain Management
1234 Market Street, 11th Floor
Philadelphia, PA 19107-3780**

B. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL**

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

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

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

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 as a result of these Proposals, it will be made on the basis of the Proposal(s) which best satisfied the intent of the RFP and other factors considered in the best interest of SEPTA. SEPTA is not liable for any expenses incurred by Proposers in the development of its Proposal, or any subsequent activity related to the Proposal.

Each 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 Best and Final Offer (BAFO) without the consent of SEPTA, or shall refuse or be unable to enter into the Contract as provided with these documents, it shall 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

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

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 making its own investigation to determine whether or not it is subject to municipal, school district, Commonwealth of Pennsylvania or Federal taxes and for paying for such tax if applicable. Proposers are hereby informed that SEPTA is obligated by law to furnish to governmental entities, upon their request, the name and address of any person or firm with whom SEPTA has a contract for goods and/or services.

I. PROPOSAL SECURITY – NOT USED

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. Failure of 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 – NOT USED

M. CERTIFICATION REGARDING COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986 – NOT USED

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’s RFP PROTEST PROCEDURE

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

1.0 PURPOSE

1.1 This section describes the policies and procedures governing the receipt and resolution of protests in connection with a Request for Proposal (RFP). This procedure is applicable to all RFP’s more than \$25,000. Proposal protests for RFP’s less than \$25,000 shall be informally handled by the Assistant General Manager of Procurement & Supply Chain Management or his/her designee.

2.0 DEFINITIONS

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

5.0 ACTION BY SEPTA

5.1 Procurement Process Status

Upon timely receipt of a protest, SEPTA will delay the 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:

- a. The items or work to be procured are urgently required; or
- b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c. Failure to make 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 Protestor 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 Protestor 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 Protestor's rebuttal, the Assistant General Manager of Procurement & Supply Chain Management will review the protest and notify the Protestor 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.

[END OF SECTION]

Request for Proposal Alternative Energy Credit Aggregator/Broker

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. **Professional Qualifications** - As part of their proposals, bidders must document the specialized experience and technical competence of their companies relevant to these specifications. This contract requires that the proposed Project Manager (PM), supervisory team and any sub-contractors possess the appropriate professional qualifications and past technical and administrative experience necessary to fulfill the requirements of the scope of services.
- b. **Project Approach** - Bidders must clearly exhibit their companies' understanding of SEPTA's objectives and requirements via a detailed description of services they will provide if awarded this contract. Bidders must demonstrate a clear understanding of the scope of services by providing staffing and work schedules that exhibit a logical and complete approach to the performance of required tasks. Bidders must convey their commitment to completing all tasks listed in the scope of services.
- c. **Project Team & Organization** - Bidders must document their capacity to accomplish the scope of services in the required time frames. Their project team, organization and staffing must ensure efficiency and control of the required work. Bidders must clearly outline and define the division of work tasks between the contractor and any sub-contractors. The firm must describe similar successful work on past projects with proposed sub-contractors. Bidders must satisfactorily describe their method of project control including budgeting, scheduling, reporting and progress meetings.

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. The information provided is insufficient to evaluate the response. Major revisions are required to cure deficiencies.

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

- B. After making an evaluation of the technical proposals on the basis of the criteria set forth above, SEPTA may conduct interviews and request and receive additional information as it deems necessary from any Proposer deemed to be responsive to the RFP. If interviews are conducted, Proposers who are deemed to be non-responsive and/or have no reasonable chance of being selected will not be interviewed.
- C. After all Proposals have been evaluated in accordance with the criteria set forth above, 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 BAFOs 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 and 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.

[END OF SECTION]

Southeastern Pennsylvania Transportation Authority

Part II

Contract

for

Alternative Energy Credit Aggregator/Broker

Contract for (Insert RFP Title)

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**Contract
for
Alternative Energy Credit Aggregator/Broker**

THIS CONTRACT, entered into this _____ day of _____, 20_____, by and between the Southeastern Pennsylvania Transportation Authority (hereinafter called "SEPTA"), a body corporate and politic exercising the powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof, with offices located at 1234 Market Street, Philadelphia, Pennsylvania, and _____ (hereinafter called "CONTRACTOR"), a _____ organized under the laws of _____, with principal offices located at _____.

W I T N E S S E T H:

WHEREAS, SEPTA is involved in an undertaking known as 25-00293-AMUD Alternative Energy Credit Aggregator/Broker (hereinafter known as the "Project"); and

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

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

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

1. Incorporation of Recitals

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

2. Contract Documents

Attachments 1 through 11, inclusive, are hereby incorporated into this document, and the Attachments are deemed 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 acknowledges that Attachments 4 and 10 do not constitute legal advice by SEPTA thereon. Hence, Contractor, to whatever extent Contractor deems necessary, must obtain its own legal advice on these requirements.

3. Engaging of Contractor/Consultant

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

4. Time of Performance

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

5. Data Available to Contractor/Consultant

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

6. Personnel To Be Used in Providing Services

a. Responsibility for Personnel

Contractor agrees that all personnel used in performance of the Contract shall be considered employees of Contractor 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 shall provide SEPTA with a list of all Proposer's (and/or subcontractor's) managers and field representatives who will perform services under the Contract.

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

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

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

c. Only Professionally Qualified Employees to Perform Services

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

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

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

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

8. Total Contract Price

Contractor agrees to complete performance of all services required by the Contract documents and pay to SEPTA the value of sold credits in accordance with pricing submitted in attachment #3 "Price Proposal" or Best & Final Offer (BAFO), if applicable, hereinafter referred to as "Total Contract Price."

9. Method of Payment to SEPTA

The Contractor will pay to SEPTA all proceeds from the sale of Alternative Energy Credits, minus the applicable contractor's fee, as described in Scope of Work and Price Proposal. The Contractor assumes all risk and costs of marketing, sales, and administration.

Contractor will be invoiced by SEPTA on a quarterly basis in accordance with the reported sales and pricing as set forth in Price Proposal.

Payment to SEPTA is to be made in the form of ACH electronic bank-to-bank transfer or by Certified Check of a solvent bank payable to SEPTA.

10. Audit and Inspection of Books and Records

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

11. Overpayments – NOT USED

12. All Information and Findings to Remain Confidential

Contractor 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 from SEPTA or are evolved or developed by Contractor (or by others under his direction or supervision) in connection with the performance of the Contract or the efforts in conjunction with employees of SEPTA shall be deemed to be confidential information belonging solely to SEPTA. Further, during the term of the Contract and thereafter for a minimum period of three (3) years after the services,

Contractor shall not use or disclose such information for any purpose (or permit its usage or disclosure by others under Contractor's supervision or direction) except to the extent necessary to perform services under the Contract, unless Contractor can demonstrate to the satisfaction of SEPTA that such information was actually known to Contractor prior to the Contract or was independently and properly obtained or developed by Contractor apart from any connection with SEPTA or its employees, directly or indirectly, without breach of any confidential relationship or was publicly available. Contractor, using employment contracts and other legally acceptable methods, shall ensure that during the term of the Contract and for three (3) years after the services, none of its employees or former employees accept any employment or assignment which uses any of the information developed in connection with this Project.

13. Data to Become Property of SEPTA

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

14. Interest of Contractor/Consultant

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

16. Subcontracting

a. Subcontracting Restricted

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

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

- (1) Any new, additional, or substituted subcontractor proposed by Contractor after the award shall be subject to the prior written approval of SEPTA's Project Representative.
- (2) Contractor shall not make any substitution of any subcontractor 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 shall deal with each Subcontractor in accordance with the terms and conditions of a written Contract between the Contractor and such Subcontractor. 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, the Contractor shall pay each Subcontractor with whom it has contracted their earned share of the payment the Contractor received. In addition, Contractor shall pay its Subconsultant(s) any retainage Contractor/Consultant has withheld from its Subconsultant(s) within twenty (20) business days after a Subconsultant'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 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 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.

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.

Except as provided in paragraph "b" below, if SEPTA requires a reduction, expansion, or modification of the services, SEPTA shall issue to Contractor a written notification which specifies such reduction, expansion, or modification. Within fifteen (15) calendar days after receipt of the written notification, Contractor 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 and SEPTA. A written Amendment to the Contract shall be executed by both parties.

- b. Notwithstanding paragraph "a" above, SEPTA may at any time, by written order, make changes within the general scope of the Contract to the services to be performed by Contractor. 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 for adjustment under this paragraph must be asserted within thirty (30) calendar days from the date of receipt by Contractor 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 from proceeding with the Contract as changed.
- c. No services for which any amount will be charged by Contractor shall be furnished without the prior express written authorization of SEPTA's Contract Administrator.

19. Infringement of Patents, Trademarks and Copyrights

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

20. Covenant Against Contingent Fees

Contractor hereby warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor solely to solicit or secure the Contract and that it has not paid or agreed to pay any person or company other than a bona fide employee working solely for Contractor, any fee, commission, percent or brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of the Contract. In the event of breach or violation of this warrant, SEPTA shall have the right to terminate the Contract without further liability to Contractor 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. The Contractor shall be paid all reasonable costs as determined by SEPTA in accordance with 48 CFR Subpart 31.2, that specifies the special treatment of certain costs under Subpart 31.2, Section 31.205-42, "Termination Costs."

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

22. Termination of Contract for Cause

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

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

In the event that it is ultimately determined by SEPTA that the Contractor was not in default or that the failure to perform arose out of causes beyond the control and without fault of the

Contractor, the termination shall be treated as one of convenience and the Contractor sole rights and exclusive remedies shall be those set forth in Paragraph 21.

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

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

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

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

24. Insurance

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

1. claims under workers' 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 because 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.

A. 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 RFP No.: **25-00293-AMUD Alternative Energy Credit Aggregator/Broker.**

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.

B. POLICIES TO REMAIN IN FORCE

1. Until completion and acceptance

All insurance coverage the Contractor must provide for the Contract shall be maintained in full force until all the Work of the Contract is completed and accepted

by SEPTA.

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

C. ADDITIONAL INSURED REQUIRERS

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:

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

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

Workers' Compensation must provide a waiver of subrogation.

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.

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.

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

D. 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:

25-00293-AMUD Alternative Energy Credit Aggregator/Broker.

E. 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.

F. SELF-INSURANCE RETENTION LANGUAGE

Self-Insurance Retention (SIR) is limited to \$50,000 or less, subject to SEPTA's approval. Every self-insured retention must be declared to SEPTA.

G. INSURANCE TYPES & MINIMUM COVERAGE AMOUNTS REQUIRED

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 **\$1Million** combined limit per occurrence and **\$2Million** general aggregate.

a. Minimum Limits of Liability

Products/Completed Operations Aggregate Per Project: **\$2Million**

b. Products Completed Operations

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

The 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

The 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. WORKER'S COMPENSATION INSURANCE

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

3. FIDELITY/CRIME LIABILITY

Contractor shall maintain Crime Coverage with a **\$1Million** Employee Theft Limit, as well as a **\$1Million** limit for Third Party Client Coverage. Person shall also name Southeastern Pennsylvania Transportation Authority ("SEPTA") as a "Loss Payee" on the Crime Policy.

H. PAYMENT OF SEPTA CLAIMS

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

25. Personnel Security Measures

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

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. Notices

All Notices given by either party to the other shall be effective only if given in writing and sent to the following addresses of the parties, or to such other address as may be designated in writing by the parties:

To SEPTA: Assistant General Manager of Procurement & Supply Chain Management
Southeastern Pennsylvania Transportation Authority
1234 Market Street, 11th Floor
Philadelphia, PA 19107-3780

To Contractor/Consultant: _____

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

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

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

All matters or claims arising out of, related to, or in connection with the Contract, the Project or the relationship between the parties shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws of such state. All matters, disputes, claims, litigation, or proceedings of any nature whatsoever based upon, arising out of, under or in connection with the Contract, the Project or relationship between the parties shall be solely and exclusively brought, maintained, resolved, and enforced in the state or federal courts located in the City of Philadelphia, Pennsylvania, irrespective of any procedural rules or laws related to venue and forum non convenes, including but not limited to any choices Contractor/Consultant may have under any such rules or law. Contractor hereby expressly consents to the jurisdiction of the state and federal courts located in the City of Philadelphia and hereby expressly and irrevocably waives any objection which Contractor may have or hereafter may have to jurisdiction or venue in the state and federal courts located in the City of Philadelphia and any claim that such court is inconvenient or lacks personal jurisdiction over Contractor. Contractor represents and acknowledges that the choice of jurisdiction and venue described above is reasonable and has been freely and voluntarily made by Contractor. Further, the choice of jurisdiction and venue described above shall be mandatory and not permissive in nature, thereby precluding the possibility by Contractor of litigation or trial in any other jurisdiction, court, or venue other than specified above, except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

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 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 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 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 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) 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 in making the decision to award the Contract to Contractor, the Contract represents the entire and integrated contract between SEPTA and Contractor 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 USED

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, the liability of each such individual, corporation, partner or other business association to perform the obligations hereunder shall be deemed to be joint and several and all notices, payments and agreements given or made by, with or to any such individual, corporation, partner or other business association shall be deemed to have been given or made by, with or to all of them. In like manner, if Contractor shall be a partnership or other business association, the members of which are by virtue of state or federal law are subject to personal liability, the liability of each member shall be joint and several.

38. Warranties – NOT USED

39. Performance Bond – NOT USED

40. Liquidated Damages – NOT USED

41. Delivery

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

42. Inspection

Prior to the Shipment: If SEPTA so elects, the Project Manager may inspect the Material and/or Equipment prior to shipment or delivery. The Contractor shall give the Project Manager sufficient advance notice of the date when the Material and/or Equipment will be completed and available for inspection. If the Project Manager has elected to inspect prior to shipment or delivery, Contractor shall not ship or deliver Material and/or Equipment without such inspection being made unless Contractor has a specific written Waiver of Inspection signed by the Project Manager.

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 – NOT USED

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 – NOT USED

48. ESMS Contractor Training – NOT USED

[END OF PAGE]

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

ATTEST:

SOUTHEASTERN PENNSYLVANIA
TRANSPORTATION AUTHORITY

CAROL R. LOOBY
SECRETARY TO THE BOARD

SCOTT A. SAUER
GENERAL MANAGER

ATTEST:

CONTRACTOR/CONSULTANT

(SECRETARY)

BY: _____
PRESIDENT OR VICE-PRESIDENT

(Print name above)

(Print name above)

APPROVED AS TO FORM:

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

Attachment 1

Technical Proposal

For

25-00293-AMUD

Alternative Energy Credit Aggregator/Broker

*Technical Proposal
to be inserted here
by SEPTA
at time of award*

Attachment 2

Scope of Services

For

25-00293-AMUD

Alternative Energy Credit Aggregator/Broker

SCOPE OF SERVICES

SEPTA is seeking qualified aggregators/brokers or portfolio managers to enroll, advise, monetize, and sell Alternative Energy Credits (AECs) generated by SEPTA's energy-producing assets and qualifying energy efficiency projects, including its Combined Heat and Power Plant (CHP).

This project aims to leverage SEPTA's existing energy-producing infrastructure to generate revenue without any up-front financial commitments from SEPTA.

- Any selected contractor(s) will be compensated solely from the revenue generated by the sale of AECs, ensuring no upfront financial risk to SEPTA.
- Contractor assumes all risk related to the costs of marketing, sales, and administration in the event that no revenue is generated.

The selected contractor(s) will be required to maintain all necessary licenses, permits, and certifications to operate within the relevant regulatory frameworks for AEC transactions.

The scope of work includes the following tasks:

Task 1: Identify eligible assets and projects

- **Task 1.1:** Conduct comprehensive assessment of SEPTA's energy producing assets and energy efficiency projects to determine eligible generation sources and verify potential AEC volumes.

Task 2: Conduct initial market analysis and develop monetization strategy

- **Task 2.1:** Analyze full range of programs and markets within PJM for which projects identified in Task 1.1 may qualify, as well as novel projects or emerging markets.
- **Task 2.2:** Advise SEPTA on the most advantageous monetization strategies and forecast associated revenue potential. Strategies should be market-responsive, optimize sale timing, and ensure AECs are sold at the most competitive rates, maximizing financial benefit to SEPTA.
- **Task 2.3:** Continuously monitor market trends, prices, and relevant regulatory and political landscape for changes (risks and opportunities) that could impact the value of SEPTA's credit portfolio or future sales.

Task 3: Enroll assets and projects in monetization programs

- **Task 3.1:** Prepare list of documentation needed for initial enrollment in programs. Streamline all data gathering and documentation requests to minimize administrative burden for SEPTA staff and limit back and forth with regulating entities.
- **Task 3.2:** Enroll projects and complete initial program applications and paperwork. Certify projects as generators. Create and manage PJM GATS account.
- **Task 3.3:** Perform all compliance functions associated with AEC enrollment, generation, and sale transfers, addressing any regulatory hurdles. Coordinate directly with compliance entities as needed.
- **Task 3.4:** Submit required documentation (e.g., operational reports/measurement and verification reports) to compliance entities confirming monthly generation.

Task 4: Negotiate trade prices and broker sale of AECs

- **Task 4.1:** Execute monetization strategies developed in Task 2.2. Identify buyers and manage all contractual functions. Optimize sale timing and negotiate with buyers to lock in the most competitive pricing for SEPTA.
- **Task 4.2:** Manage the sale of the AECs in accordance with applicable laws and regulations, ensuring compliance with all relevant reporting and verification requirements. Oversee all aspects of trade execution and certificate transfers, ensuring transactions are traceable and auditable.
- **Task 4.3:** Collect payments from purchasers and issue payments to SEPTA. Provide complete documentation on sale including volume of credits sold, purchase price, and calculated commission/fees subtracted from gross revenue.

Task 5: Prepare reports and documentation

- **Task 5.1:** Provide transparent reporting on enrollment, sales, and key performance indicators on a pre-determined schedule (e.g., monthly, quarterly, annually). All reported numbers and estimates should be vetted for quality control/quality assurance before submitting to SEPTA. Example reports may include:
 - **Enrollment:**
 - percentage of eligible assets registered and verified within agreed timeframes

- average time from asset data submission to registry approval
- rate of successful submissions with no discrepancies or rejections per reporting cycle
- **Transactions:**
 - number of competitive bids and executed transactions
 - percentage of AECs monetized within the optimal market window
 - number of failed trades or unaccounted certificates
- **Revenue:**
 - total revenue generated
 - market trends impacting performance
 - benchmarking AEC sale prices against market prices
 - benchmarking AEC revenue against forecasted potential
 - year-over-year revenue growth

Task 6: Project management and ongoing communication

- **Task 6.1:** Coordinate regular project management meetings or status updates with SEPTA stakeholders to review progress, identify issues, and highlight critical deadlines.
- **Task 6.2:** Perform other related services as needed.

VENDOR RESPONSE REQUIREMENTS

Interested contractors must submit a proposal that includes the following information:

Proposal:

- **Company Overview:**
 - Company name, headquarters, and primary point of contact.
 - A brief description of the contractor's company, including relevant experience in the AEC market and past performance.
- **Approach and Methodology:**
 - A detailed outline of the proposed strategy for monetizing and selling AECs, including the contractor's market expertise, key partners, and the methods for maximizing the value of the credits.
 - Describe how aggregator/broker will generate the highest possible revenue for SEPTA.
- **Performance Metrics and Reporting:**
 - A proposed plan for monitoring and reporting on the success of the project, including proposed key performance indicators (KPIs) and a reporting schedule.
- **Timeline:**
 - A timeline outlining the proposed milestones and timeframes for achieving key deliverables.
- **Experience:**
 - Outline experience in monetizing and selling AECs or related energy trading markets, with a preference for experience in Pennsylvania/PJM.
 - Describe any experience with successfully monetizing novel projects or projects that fall outside of standard PUC criteria.
 - Examples of similar work with transit or public-sector organizations.
- **Key Personnel:**
 - Roles, qualifications, and relevant experience of all proposed staff.

- **References:**

- Contact information for at least three (3) clients for whom the contractor has successfully managed AEC/REC sales.

Pricing Proposal:

This project aims to leverage SEPTA's existing energy-producing infrastructure to generate revenue without any up-front financial commitments from SEPTA. The selected contractor will be entitled to a fee based on a percentage of the revenue generated through the sale of AECs and must ensure that:

- **No upfront costs** are incurred by SEPTA for the contractor's services.
- **All fees must be paid from the revenue generated** from the sale of AECs.
- The **contractor assumes all risk** related to the costs of marketing, sales, and administration in the event that no revenue is generated or in the event that the CHP is offline or experiences down time and underperforms.

Proposed Fee Structure:

- Provide a detailed description of the contractor's proposed fee structure, including the percentage of revenue to be retained by the contractor, ensuring compensation is tied to performance.

Forecasted Net Revenue to SEPTA:

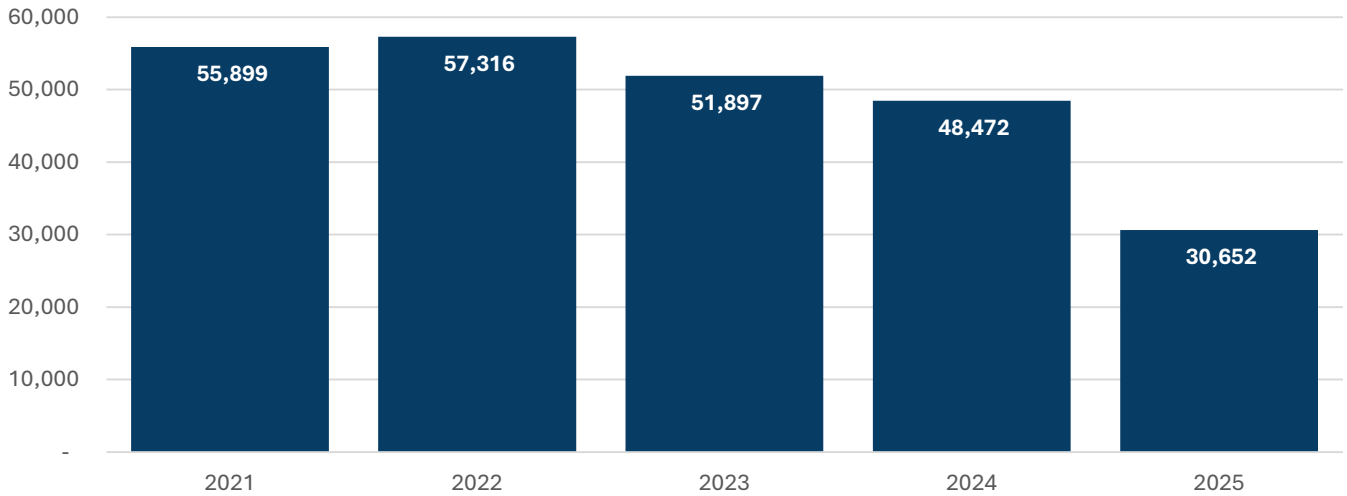
- Provide an estimate of net revenue for SEPTA over the next 3 years, based on:
 - Historical CHP output
 - Projected market prices
 - Proposed fee structure
- Forecast should state all assumptions and formulas used to calculate net revenue.

Proposed Payment schedule:

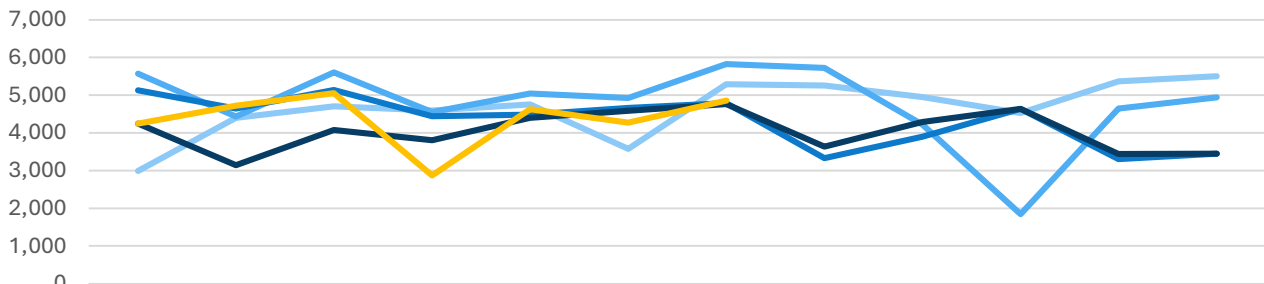
- Describe proposed payment schedule, frequency, format, and process.

AVERAGE CHP OUTPUT AND MWH GENERATION

Annual CHP Electricity Generation (MWh)



Monthly CHP Output (MWh)



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	2,994	4,395	4,702	4,593	4,750	3,575	5,288	5,255	4,949	4,525	5,365	5,507
2022	5,564	4,430	5,599	4,547	5,042	4,923	5,829	5,717	4,223	1,851	4,646	4,944
2023	5,126	4,640	5,138	4,443	4,485	4,658	4,791	3,325	3,900	4,639	3,306	3,448
2024	4,246	3,145	4,077	3,803	4,402	4,587	4,765	3,633	4,288	4,639	3,438	3,448
2025	4,246	4,723	5,052	2,873	4,627	4,273	4,857					

Attachment 3

Price Proposal

For

25-00293-AMUD

Alternative Energy Credit Aggregator/Broker

PRICE PROPOSAL

RFP #: 25-00293-AMUD Alternative Energy Credit Aggregator/Broker

Item No.	Contractor's Fee Percentage per AEC sold
1.	_____ %

1. The Contractor will be entitled to a percentage based fee for each AEC sold in accordance with the Contract documents and the Scope of Work. No upfront costs or set-up fees pass thru to SEPTA are acceptable. All proceeds from the sale of the AEC's, minus the applicable contractor fee, will be paid to SEPTA on a quarterly basis.
2. SEPTA has produced an annual average of 48,847 Megawatt-Hours (MWh) over the past 5 calendar years. The actual production will fluctuate throughout the life of this contract depending on the output of SEPTA's in-house CHP Plant. SEPTA cannot guarantee any actual amount of MWh produced on an annual basis and SEPTA is not obligated to produce any specific amount of MWh or provide any specific amount of Alternative Energy Credits (AEC's) to the Contractor.
3. This service will be provided on an "As Required, As Needed" basis following SEPTA's Notice to Proceed. The contract will consist of a period of Three Years with 2 One-Year optional extensions to be used at SEPTA's sole discretions. The fee percentage will be held firm for the entire contract duration.
4. The fee percentage must include all costs associated with the sale of AEC's. SEPTA is not responsible for any fees above the agreed percentage. No payment is owed to the Contractor for any cost not generated through the sale of Alternative Energy Credits (AEC's) in accordance with the fee percentage due.
5. Payment of Invoices is required within 30 days of SEPTA issuance in accordance with the contract terms.

Proposing Firm Name: _____

Point of Contact Name: _____

POC Title: _____

POC Ph. No. & Email: _____

Date of Proposal: _____

Attachment 4

**Federal Transit Administration (FTA)
Provisions for Contracts – NOT USED**

Attachment 5

Certification Regarding Lobbying – NOT USED

Attachment 6

Disadvantaged Business Enterprise (DBE) Requirements – NOT USED

Attachment 7

SEPTA Solicitation Statistics



SEPTA SOLICITATION STATISTICS

Dear Contractor/Consultant/Subcontractor/Subconsultant:

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

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

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

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

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

- Black

 Hispanic

 Native American
 Asian Pacific

 Subcontinent Asian
 Other (*specify*)

Annual Gross Receipts of the Firm: (check one)

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

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

Attachment 8

Project Progress and Performance Evaluation Form

**PERFORMANCE EVALUATION
(OTHER THAN ARCHITECT-ENGINEER)**

1. FUND NUMBER	1
2. PURCHASE ORDER	
3. CPMS NUMBER	

IMPORTANT: Be sure to complete both pages of this Performance Evaluation. If additional space is necessary for any item, use the Remarks Section on next page.

4. TYPE OF REPORT <i>(Check one)</i> <input type="checkbox"/> INTERIM <input type="checkbox"/> COMPLETION OF SERVICE OR STUDY <input type="checkbox"/> TERMINATION	5. REPORT NUMBER	6. DATE OF REPORT
7. NAME AND ADDRESS OF CONSULTANT	8. PROJECT DESCRIPTION AND LOCATION	

9. OFFICE RESPONSIBLE FOR

A. SELECTION OF CONSULTANT	B. NEGOTIATION/AWARD OF CONTRACT	C. ADMINISTRATION OF CONTRACT
-----------------------------------	---	--------------------------------------

10. CONTRACT DATA

A. TYPE OF WORK	B. TYPE OF CONTRACT <input type="checkbox"/> FIXED PRICE <input type="checkbox"/> COST PLUS FIXED FEE <input type="checkbox"/> OTHER <i>(Specify)</i>
------------------------	--

C. PROJECT COMPLEXITY <input type="checkbox"/> DIFFICULT <input type="checkbox"/> SIMPLE <input type="checkbox"/> ROUTINE	D. PROFESSIONAL SERVICES CONTRACT			
	INITIAL CONTRACT SUM	AMENDMENTS	CLAIMS BY CONSULTANT	FINAL CONTRACT SUM
		NO. AMOUNT	NO. AMOUNT	

E. DATE OF NOTICE TO PROCEED	F. CONTRACT COMPLETION DATE <i>(Including extensions)</i>	G. ACTUAL COMPLETION DATE
-------------------------------------	--	----------------------------------

11. KEY CONSULTANT DATA

A. NAMES	B. ADDRESS	C. SPECIALTY
-----------------	-------------------	---------------------

12. OVERALL RATING <input type="checkbox"/> EXCELLENT <input type="checkbox"/> AVERAGE <input type="checkbox"/> POOR	13. RECOMMENDED FOR FUTURE CONTRACTS? <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.)*

Attachment 9

**Certification Regarding Compliance
With Immigration Reform and
Control Act of 1986 – NOT USED**

Attachment 10

Commonwealth of Pennsylvania Contract Requirements

Commonwealth of Pennsylvania Contract Requirements

DEFINITIONS:

- A. For the purpose of these provisions, the term **Contractor** is defined as any person, including, but not limited to, a proposer, 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, subcontractor, or anyone on their behalf shall not 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 represent 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 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 because 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 proposer 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-lit 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 because of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation, or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and SEPTA will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify SEPTA in writing if at any time during the term of the contract if 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.3A01 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. The contractor shall immediately notify SEPTA in writing of any actions or occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse SEPTA for the reasonable costs of investigation incurred by SEPTA' 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 during the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between SEPTA and any such subcontractor, and no third-party beneficiaries shall be created thereby.

For violation of any of these Contractor Integrity Provisions SEPTA may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with SEPTA and the Commonwealth. These rights and remedies are cumulative, and the use or non-use of anyone 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 proposer, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under institutions. The term "Contractor" may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

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

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

[END OF SECTION]

Attachment 11

SEPTA EEO Contractual Requirements

SEPTA Equal Employment Opportunity Contractual Requirements

EQUAL EMPLOYMENT OPPORTUNITY (EEO):

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

SEPTA REQUIREMENTS

Nondiscrimination:

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

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

such action with respect to any subcontract or purchase order as SEPTA may direct as a means of enforcing such provisions, including sanctions for noncompliance.

8. The Contractor shall have a plan declaring that it does not discriminate on the basis of race, color, religion, creed, national origin or sex and specifying minority and female goals to assure implementation of the Plan. SEPTA shall assure compliance with this requirement and promptly investigate suspected or reported violations.

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

[END OF SECTION]